

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

JANET STEED, INDIVIDUALLY

Plaintiff,

vs.

AETNA LIFE INSURANCE COMPANY

Defendant.

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Case No. _____

(Jury Trial Requested)

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Janet Steed, Individually, by way of her Complaint in the above-captioned matter, complain of and bring this suit against Aetna Life Insurance Company ("Aetna") and allege and show unto this Honorable Court the following:

NATURE OF CLAIM

1. This action is brought for the failure to pay life insurance benefits to a named beneficiary. Specifically, Plaintiff Janet Steed is the named beneficiary of several group life insurance policies issued by Defendant Aetna. Defendant Aetna has failed and continues to refuse to pay benefits owed to Plaintiff Janet Steed. In order to address such wrongs committed by Defendant Aetna, Plaintiff now brings this suit. Such life insurance policies, if properly paid by Defendant Aetna, are for sums in excess of \$75,000.00 (and thus the amount in controversy in this lawsuit is in excess of \$75,000.00). There exists diversity of citizenship between Plaintiff and Defendant.

PARTIES

2. Plaintiff Janet Steed is a citizen and a resident of Nueces County, Texas.

3. Defendant, Aetna Life Insurance Company is a foreign corporation and may be served through its Registered Agent for Service of Process, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, Texas 75201-3140. Service is requested by certified mail, return receipt requested.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this dispute pursuant to 29 U.S.C. section 1332.

5. Venue is proper in this District pursuant to 28 U.S.C. section 1391(b)(1) inasmuch as Defendant Aetna has sufficient contracts with this District so as to be considered residing in this District and pursuant to 29 U.S.C. section 1391(b)(2) inasmuch as a substantial part of the events and omissions giving rise to this claim occurred in this District. Moreover, Plaintiff resides in Nueces County, Texas (in this District).

FACTS

6. Plaintiff Janet Steed is the only child of Harold E. Steinmiller, deceased (at times referred to as "Mr. Steinmiller"). Mr. Steinmiller was an employee of B.F. Goodrich Company from 1934 until 1968. During that same 35 years of employment, Mr. Steinmiller purchased life insurance policies from Defendant naming his only daughter, (and only child) Plaintiff Janet Steed, as the primary beneficiary. Attached hereto and marked as Exhibit "1" find a true and correct copy of the July 16, 1990 Designation of Life Insurance Benefits Beneficiary Card and Memo. Also attached hereto and marked as Exhibit "2" find true and correct copies of insurance policies: Policy No. 53821, Certificate No. 24260; Policy No. 56,626 and Policy No. LL-56,626; Policy No. 5729, Certificate No. 67991; Policy No. 14534,

Certificate No. 22627; Policy No. 311200 and Policy No. LL-311200; Policy No. G-C-69526; and Policy No. 63347 and Policy No. LL-63347.

7. Harold E. Steinmiller died on August 13, 1996. Despite numerous inquiries from Plaintiff herein, Defendant Aetna Life Insurance Company has failed to provide adequate life insurance policy records or documents, and has delayed and denied payment of these same life insurance policies. Plaintiff, (who is now 81 years old), has pieced together enough information to know that she is the intended beneficiary of those paid for life insurance policies. Plaintiff has made demand for information on these policies, and demand for payment - she has done this both on her own, and had regulators at Texas state agencies make similar requests. Defendant Aetna has represented to Plaintiff that they could find no information. Defendant Aetna is, at best, incompetent, and at worst, committing fraud. Either way, the request for information and payment is tantamount to a delay and denial of benefits.

8. Upon information and belief, Defendant Aetna routinely consulted various databases to check whether annuity holders and/or policy holders had died, but failed to routinely use the same database to check if life insurance policy holders had died so the company could promptly notify and/or pay beneficiaries. In other words, Defendant Aetna used the data and databases solely for their own advantage, and refuses to use the data and databases for the benefit of their insureds (and/or insured's beneficiaries).

FIRST CAUSE OF ACTION

FRAUD

9. Plaintiff Janet Steed incorporates by this reference all facts and allegations set forth throughout this complaint as if set forth fully herein. In the alternative but without waiving any of the forgoing; Upon information and belief, Defendant Aetna routinely

consulted various databases to check whether annuity holders and/or policy holders had died, but failed to routinely use the same database to check if life insurance policy holders had died so the company could promptly notify and/or pay beneficiaries. In other words, Defendant Aetna used the data and databases solely for their own advantage.

10. Defendant Aetna has committed both common law fraud, and fraud by non-disclosure. Defendant Aetna failed to disclose certain facts to Plaintiff, the sole beneficiary to these life insurance contracts, and Defendant Aetna had both a common duty, and a fiduciary duty, to disclose these same facts including but not limited to the existence of these same life insurance policies, her right to payment thru those policies, and the amounts due on those policies. These facts were known to Defendant Aetna, were material facts, and were facts not known to Plaintiff as Plaintiff did not have an equal opportunity to discover these facts. Defendant Aetna has been, and continues to be, deliberately silent on these facts when it had a fiduciary duty to speak and/or communicate these facts. By failing to disclose these facts, Defendant Aetna intended to induce Plaintiff to refrain from acting. Plaintiff relied on Defendant Aetna's non-disclosure, and as a result Plaintiff was injured without the knowledge of the undisclosed facts.

11. Based in part on the above and below set out facts and allegations, Defendant Aetna committed common law fraud by making false and material representations to Plaintiff, regarding the quality, value, payment and very existence of the life insurance policies at issue. At the time Defendant Aetna made these representations, Aetna knew that they were false and/or were made recklessly as a positive assertion, and were made with intent to have plaintiff refrain from acting on those life insurance policies. Plaintiff relied on these representations, and has been injured by these representations.

SECOND CAUSE OF ACTION

BAD FAITH

12. Plaintiff Janet Steed incorporates by this reference all facts and allegations set forth throughout this complaint as if set forth fully herein. In the alternative but without waiving any of the forgoing; Defendant has committed the tort of bad faith against Plaintiff Janet Steed. Defendant Aetna is a life insurance company and there was, (and continues to be), a duty of good faith and fair dealing to Plaintiff Janet Steed, the sole beneficiary to those life insurance policies, and the only daughter to the decedent. Defendant Aetna breached these duties when it denied and delayed payment when payment was reasonably clear, resulting in the proximate cause of Plaintiff's damages.

THIRD CAUSE OF ACTION

DECEPTIVE PRACTICES

13. Plaintiff Janet Steed incorporates by this reference all facts and allegations set forth throughout this complaint as if set forth fully herein. In the alternative but without waiving any of the forgoing; Defendant engaged in both unfair and deceptive insurance practices in violation of the common law, and in violation of Chapter 541 of the Texas Insurance Code. Plaintiff is a "person" as defined by Texas Insurance Code Section 541.002(2); the Defendant Aetna is a "person" as defined by Texas Insurance Code Section 541.002(2); Defendant Aetna engaged in acts and/or omissions and/or practice that is in violation of Chapter 541 of the Texas Insurance Code.

FOURTH CAUSE OF ACTION

BREACH OF CONTRACT

14. Plaintiff Janet Steed incorporates by this reference all facts and allegations set forth throughout this complaint as if set forth fully herein. In the alternative but without waiving any of the forgoing; Defendant Aetna has breached its contracts with Plaintiff Janet Steed, the sole and intended beneficiary to the life insurance policies purchased by her father from Defendant Aetna. There existed valid and enforceable contracts between the parties and Plaintiff is the proper party for breach of payment of those life insurance contracts. Plaintiff has performed and/or was excused from performing any further contractual obligations under these contracts. These contract premiums were paid in full, and Plaintiff has made multiple attempts to obtain information on payment and value of these policies from Defendant Aetna. Defendant Aetna has breached these contracts and that breach has caused, and continues to cause, injury to Plaintiff Janet Steed. Further, and as a result of Defendant Aetna's acts and omissions set forth above in this complaint and as discovery and evidence in this case may reveal, Defendant is Estopped from asserting any defense of non-performance, limitations, laches, or waiver by Plaintiff.

LEGAL DAMAGES

15. Plaintiff would show that the wrongful conduct of Defendant Aetna (set forth herein) caused harm, losses, and legal damages to Plaintiff. As such, Plaintiff should be compensated in an amount equal to the value of all financial benefits owed to Plaintiff pursuant to the express terms of the Aetna insurance policies. For such compensatory damages, Plaintiff now sues. Plaintiff also sues for all additional and punitive damages as allowed by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the Defendant be cited to appear and answer this Complaint with specificity, that Plaintiff obtain judgment against Defendant both at law and in equity, costs, attorneys' fees, both pre- and post-judgment interest at the highest legal rate, an Order and/or Declaratory Judgment on the validity, enforceability, and payment of the life insurance policies at issue, and all such further relief for Plaintiff Janet Steed as the Court deems just and equitable.

Respectfully submitted,

COVICH LAW FIRM, P.L.L.C.

/s/ Daniel G. Covich
Texas Bar No. 04906500
403 North Tancahua St.
Corpus Christi, Texas 78401
(361) 752-1102 - Telephone
(361) 756-0397 - Facsimile
daniel@covichlawfirm.com

Attorney-in-Charge for Plaintiff

EXHIBIT “1”

**True and correct copy of the
July 16, 1990 Designation of Life
Insurance Benefits Beneficiary Card
and Memo.**

SP-1 EMO

BFGoodrich

REPLY FROM	Harold E. Steinmiller	LOCATION	PHONE
TO	Marla Gillis	LOCATION	PHONE
SUBJECT	Designation of beneficiary-Group Life Insurance Benefits		DATE 7-16-90
MESSAGE	Per your request, I have enclosed a change of beneficiary card. Please complete the card, have someone other than the beneficiary witness your signature, then return the card to my attention in the enclosed envelope.		
	Please contact me if you have any questions regarding this matter.		
FOLD	Attention SIGNATURE <i>Marla Gillis</i>		
REPLY	From H.E. Steinmiller		
	July 19, 1990.		
	En closed find Change of Beneficiary Card you sent me, which I have executed, witnessed and signed. Will appreciate your having this change recorded with my insurance policy.		
	SIGNATURE <i>Harold E. Steinmiller</i>		DATE

BFG-4516-E 10/77

RETURN THIS COPY TO SENDER

DESIGNATION OF BENEFICIARY

(When executed, this form should be returned at once to Employer.)

Employee's Name Harold E. Steinmiller	Department P.R. No. Retired-Sal.	Social Security No. 577-03-9777
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Subject to the terms of Group Policy(ies) No.(s) **607471** a contract between Aetna Life Insurance Company and the B. F. Goodrich Company, I request that the following beneficiary(ies) be substituted under said policy as my designated beneficiary(ies), in lieu of any and all beneficiaries previously named by me.

Name of Beneficiary and Relationship to me: Primary Beneficiary Janet K. Steed Daughter
Contingent Beneficiaries Robert K. Steed, Glenn E. Steed, Lee A. Steed, Grandsons.
Policy settlement to be in one sum

If more than one named, the beneficiaries shall share equally unless otherwise stated above. Unless otherwise above expressly provided, if any beneficiary above designated predeceases me the share which such beneficiary would have received if such beneficiary had survived me shall be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive me, but if no designated beneficiary survives me the beneficiary shall be determined as prescribed in said Group Policy(ies).

Witness:
Approved: **THE B. F. GOODRICH COMPANY, Employer**

Signature of Employee _____ Date _____
Before Executing This Card Refer to Other Side

By _____
(13-5264-A) 6-89

Printed in U.S.A.

Retired Employee
The B.F. Goodrich Co.
Personnel Administration • 10,000th Ave. Bldg.
D 0018 1st Floor
3925 Embassy Parkway, Akron Ohio 44308-9689

EXHIBIT “2”

True and correct copies of insurance policies:

Policy No. 53821, Certificate No. 24260;

Policy No. 56,626 and Policy No. LL-56,62

Policy No. 5729, Certificate No. 67991

Policy No. 14534, Certificate No. 22627

Policy No. 311200 and Policy No. LL-311200

Policy No. G-C-69526

Policy No. 63347 and Policy No. LL-63347

GROUP INSURANCE CERTIFICATE

ÆTNA LIFE INSURANCE COMPANY **HARTFORD, CONNECTICUT**

HEREBY CERTIFIES that a Group Life Policy No. 53,821 has been issued to insure certain employees of Employers included in the List of Employers contained in the group policy (each such Employer being herein called a Participant Employer).

The group policy is a contract between the Insurance Company and

The B. F. Goodrich Company (HEREINAFTER REFERRED TO AS THE POLICYHOLDER).

The insurance described in this Certificate is provided under and is subject in every respect to all of the terms of the group policy, which alone constitutes the contract. The obligations under the group policy of the Insurance Company and the rights under the group policy of all persons will be determined by the terms of the group policy. The group policy provides that it may be changed by written agreement between the Insurance Company and the Policyholder, or discontinued in accordance with its terms, without the consent of any Employee or other person.

DEPT. & PAYROLL NO.	NAME OF EMPLOYEE	CERTIFICATE NO.	# ISSUE DATE		
2300 2004	STEINMILLER H E	24260	7	01	54
AMT. OF NON-CONTRIBUTORY INS.	AMT. OF CONTRIBUTORY INS.				
\$ 4500	\$ 5500				

*This Certificate is issued as of the Issue Date indicated above and shows the information applicable at that time.

Certain terms of the group policy are described on this and the following pages of this Certificate. Under and subject to the terms of the group policy, the Employee named above is insured for the amounts of insurance set forth above.

The amounts of insurance in force upon the life of the Employee will be payable to the beneficiary in accordance with and subject to the terms of the group policy in the event of the death of the Employee from any cause, at any place, and at any time, while insured.

ÆTNA LIFE INSURANCE COMPANY



President,

GR 7105

THE INSURANCE DESCRIBED IN THIS CERTIFICATE REPLACES AND SUPERSEDES THE INSURANCE DESCRIBED IN ANY AND ALL CERTIFICATES AND RIDERS PREVIOUSLY ISSUED FOR THE EMPLOYEE UNDER ANY AND ALL GROUP POLICIES OF LIFE INSURANCE ISSUED BY ÆTNA LIFE INSURANCE COMPANY.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY

Payment of Benefits

Instead of payment in one sum, the Employee may elect, or in the absence of an election by the Employee the beneficiary may elect after the death of the Employee but before payment is made, that the insurance be payable in instalments of any fixed amount specified in the election (which shall be not less than \$5 per month per \$1,000 of insurance so payable, nor less than \$10 per month regardless of the amount of insurance so payable). The election must be in writing and must be filed at the Home Office of the Insurance Company. Interest on the unpaid balance will be allowed at the rate of $3\frac{1}{2}\%$ per annum.

If any relevant facts pertaining to any individual to whom insurance under the group policy relates shall be found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of the group policy and in what amount.

The Employee, whether or not employment has terminated, may designate a beneficiary, or from time to time change his designation of beneficiary, by written request filed at the Headquarters of the Policyholder or at the Home Office of the Insurance Company. Such designation or change will take effect as of the date of execution of such request, whether or not the Employee be living at the time of such filing, but without prejudice to the Insurance Company on account of any payments made by it before receipt of such request at its Home Office.

Any amount payable to a beneficiary will be paid to the beneficiary or beneficiaries designated by the Employee, except that, unless otherwise specifically provided by the Employee,

- (a) if any designated beneficiary predeceases the Employee, the share which such beneficiary would have received if surviving the Employee will be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the Employee; and
- (b) if no designated beneficiary survives the Employee, or if no beneficiary has been designated, payment will be made to the Employee's widow or widower, if surviving the Employee; if not surviving the Employee, in equal shares to the Employee's children who survive the Employee; if none survives the Employee, to the Employee's parents, equally, or to the survivor; if neither survives the Employee, in equal shares to the Employee's brothers and sisters who survive the Employee, or, if none survives the Employee, to the Employee's executors or administrators.

If any payee for any payment under the group policy is a minor or is, in the opinion of the Insurance Company, legally incapable of giving a valid receipt and discharge for such payment, the Insurance Company shall have the option, unless notice of the appointment of a guardian or committee of such payee has been given under the group policy to the Insurance Company, of making such payment or any part thereof in monthly instalments of not over \$100 the first month and not over \$50 a month thereafter to the person or persons who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment so made shall be a complete discharge of the Insurance Company's obligations to the extent of such payment, and the Insurance Company shall not be obliged to see to the application of the money so paid.

Termination of Insurance

The Employee's insurance under the group policy will terminate at the earliest to occur of the applicable times indicated below:

- (a) In the event the Employee insured for contributory insurance fails to make any contribution which is required for the continuation of his contributory insurance, the contributory insurance under the group policy of the Employee will terminate at the end of the period for which contribution has been made.
- (b) The contributory insurance of the Employee, if he requests cancellation of such insurance, shall terminate as of the date of such request.
- (c) Insurance under the group policy of the Employee will terminate upon termination of employment with his Participant Employer. Cessation of active work will be deemed termination of employment, except that while the Employee is absent on account of sickness, injury, temporary lay off, leave of absence, pension or retirement, employment will be deemed to continue until payments for the Employee's insurance are discontinued by the Policyholder.
- (d) In the event that the group policy is discontinued with respect to any one or more classes or groups of employees, whether through elimination of an Employer from the List of Employers or otherwise, all insurance under the group policy of an employee who is within any such class or group but does not remain eligible for insurance under the group policy by reason of employment in another class or group which continues to be eligible under the group policy, will terminate upon such discontinuance, subject, however, to the rights, if any, then applicable as to him under the Conversion Privilege section of the group policy.

(Note: Provision is made in the group policy for the continuation of limited amounts of insurance from the date of regularly authorized retirement. Thus, on retirement, the Employee should find out from his Participant Employer's Pension and Group Insurance Department what arrangements, if any, can be made to continue insurance in force for him. As to any insurance continued in force for the Employee from retirement, a new Certificate will be issued to his Participant Employer for delivery to the Employee describing the insurance protection being continued in force and to whom it is payable.)

Benefit in Event of Permanent Total Disability Occurring Before Age Sixty

Six months after receipt at the Home Office of the Insurance Company of satisfactory evidence

- (1) that the Employee has, while under age sixty, become totally disabled by bodily injuries or disease so as to be prevented from engaging in any occupation for compensation or profit, and will be so disabled for life, and
- (2) that the Employee has been continuously insured under the group policy, or under the group policy and the Insurance Company's Group Policy No. 14,334, for at least one year immediately preceding the commencement of disability,

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Benefit in Event of Permanent Total Disability Occurring Before Age Sixty (Continued)

the Insurance Company will begin payment to the Employee of a monthly income. The monthly income will be in lieu of all other benefits provided for in the group policy, will be for an amount elected by the Policyholder, and will be continued during such disability until the amount of insurance in force on the life of the Employee when the disability commenced, with interest on the unpaid balance at the rate of $3\frac{1}{2}\%$ per annum from the due date of the first payment, plus such excess interest as may be declared annually by the Insurance Company, is exhausted. In the absence of an election by the Policyholder with respect to the amount of the monthly income, the amount of the monthly income will be \$18.00 for each \$1,000 of insurance in force on the life of the Employee when the disability commenced, except that the monthly income will be \$27.00 if the amount of such insurance is less than \$1,500.

Upon approval by the Insurance Company of the evidence required by the terms of the next preceding paragraph, the Employee's insurance, in an amount equal to that in force on the life of the disabled Employee when the disability commenced, will be extended, without payment of premiums, during the continuance of permanent total disability, for the period beginning on the date of such approval and ending on the date the monthly income payments commence.

The entire and irrecoverable loss of the sight of both eyes, or the loss by severance of both hands or both feet, or of one hand and one foot, occurring before age sixty, will in itself be considered as permanent total disability; and if permanent total disability is so caused, the requirement mentioned above that the Employee must have been continuously insured for at least one year immediately preceding the commencement of disability will not apply, and the monthly income will become payable immediately upon, instead of six months after, receipt at the Home Office of the Insurance Company of satisfactory evidence of permanent total disability.

If the Employee dies after the receipt by the Insurance Company of the evidence required by the terms of this section, but before payments begin, the amount of insurance in force on the life of the Employee when the disability commenced will be paid to the beneficiary; or, if the Employee dies during the continuance of the monthly income payments, the balance of the fund will be paid to the beneficiary.

The Insurance Company shall have the right, at any time after claim is made for permanent total disability benefits, and during the period for which payments may be made or claimed, to require proof of permanent total disability and to make examinations of the Employee. If, after a claim has been allowed, it shall appear that the Employee has recovered sufficiently so as to be able to engage in any occupation for compensation or profit, payments will cease, and if thereafter the Employee is eligible for insurance under the group policy (by reason of resumption of active work with a Participant Employer) such insurance may be reinstated but the amount of his insurance under the group policy, at any time while in force thereafter, shall be computed on a basis which disregards any period of credited service prior to such resumption of active work.

Written notice of claim for the permanent total disability benefit provided in the group policy for the Employee shall be given to the Insurance Company at its Home Office within twelve months after cessation of premium payments for insurance of the Employee; if such notice is not given, the Insurance Company shall not be liable for any payment on account of the insurance of the Employee.

Notwithstanding any contrary provision in the Conversion Privilege section of the group policy, if one or more individual policies have been issued to the Employee pursuant to that section, the Employee's rights under this section may nevertheless be restored to the same extent as though such individual policies had not been issued, provided the proofs required by this section are furnished to the Insurance Company within twelve months after cessation of premium payments for the insurance of the Employee under the group policy, and provided each such individual policy is surrendered to the Insurance Company without claim other than for the return of the premiums paid thereon.

Conversion Privilege

If the Employee's insurance under the group policy, or any portion of such insurance, ceases because of termination of employment or because of termination of membership in the class or classes of employees then still eligible for insurance under the group policy, the Employee will be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy is made, and the first premium thereon paid to the Insurance Company within thirty-one days after cessation of the Employee's insurance under the group policy for any such reason, and provided further that:

- (a) the individual policy will be on any one of the forms, except term insurance, that shall be selected by the Employee from among the forms then customarily issued by the Insurance Company at the age and for the amount applied for;
- (b) the individual policy will be in an amount equal to or, at the option of the Employee, an amount less than the amount of the Employee's life insurance which ceases under the group policy for any such reason;
- (c) the premiums payable under the individual policy will be at the Insurance Company's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Employee then belongs, and to his age (nearest birthday) attained on the effective date of the individual policy; and
- (d) any individual policy issued under the conversion privilege will take effect at the end of the thirty-one day period during which application for the individual policy may be made.

If the group policy discontinues, whether by its terms or by agreement between the Insurance Company and the Policyholder, and whether with respect to all employees or with respect to any class or classes of employees insured under the group policy, any employee insured under the group policy at the date of such discontinuance who has been continuously insured for group life insurance by the Insurance Company, either under the group policy, or under the group policy and the prior group policy, for at least five years prior to such discontinuance will, if his insurance under the group policy, or any portion of such insurance, ceases because of such discontinuance, be entitled to the conversion privilege as though his employment had terminated on the date of such discontinuance, except that the amount of the individual policy will not exceed the smaller of (a) the amount of the Employee's life insurance which ceases under the group policy because of such discontinuance, less the amount of any life insurance for which he is or becomes eligible within thirty-one days after such discontinuance under any group policy, whether issued by the Insurance Company or by any other insurer, and (b) \$2,000.

When any insurance becomes effective under an individual policy issued under the conversion privilege, it will be in exchange for all privileges and benefits under the group policy, except any which may arise through any new insurance under the group policy to which the Employee may become eligible after the date such individual policy becomes effective.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Conversion Privilege (Continued)

Death Protection During 31-Day Conversion Period: If the Employee dies during the thirty-one day period within which he is entitled to have an individual policy issued to him under the conversion privilege and before any insurance under such individual policy has become effective, the amount of life insurance which the Employee is entitled to have issued to him under such individual policy will be payable as a claim under the group policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.

Assignment By Employee or Beneficiary

Neither the Employee nor his beneficiaries may assign the insurance or other benefits under the group policy.

Claims of Creditors

Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under the group policy shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employee or his beneficiaries. Nothing in this paragraph, however, shall be construed so as to prejudice the right of any person to receive payment pursuant to the beneficiary provisions of the group policy.

10-26-56 H

GROUP INSURANCE CERTIFICATE

ÆTNA LIFE INSURANCE COMPANY

HARTFORD, CONNECTICUT



HEREBY CERTIFIES that a Group Life Policy No. 56,626, and a Group Accidental Death and Dismemberment Policy No. LL-56,626, have been issued to insure certain Employees of Employers included in the List of Employers contained in the group policies (each such Employer being herein called a Participant Employer).

The group policies are contracts between the Insurance Company and

THE B. F. GOODRICH COMPANY

(HEREINAFTER REFERRED TO AS THE POLICYHOLDER).

The insurance described in this Certificate is provided under and is subject in every respect to all of the terms of the group policies, which alone constitute the contracts. The obligations under the group policies of the Insurance Company and the rights under the group policies of all persons will be determined by the terms of the group policies. Each of the group policies provides that it may be changed by written agreement between the Insurance Company and the Policyholder, or discontinued in accordance with its terms, without the consent of any Employee or other person.

Certain terms of the group policies are described on this and the following pages of this Certificate. Under and subject to the terms of the group policies, the Employee is insured for the amounts of insurance set forth on the accompanying form GR-14153. For the Employee's Department and Payroll Number, Name, and Certificate Number, and for the Issue Date of this Certificate, see the accompanying form GR-14153.

The amount of insurance payable in the event of the death of the Employee will be payable to the beneficiary in accordance with and subject to the terms of the group policies.

ÆTNA LIFE INSURANCE COMPANY

Henry S. Beers
President.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY

Payment of Benefits

Instead of payment in one sum, the Employee may elect, or in the absence of an election by the Employee the beneficiary may elect after the death of the Employee but before payment is made, that the insurance be payable in instalments of any fixed amount specified in the election (which shall be not less than \$10 per month). The election must be in writing and must be filed at the Home Office of the Insurance Company. Interest on the unpaid balance will be allowed at the rate of $8\frac{1}{2}\%$ per annum.

If any relevant facts pertaining to any individual to whom insurance under the group policy relates shall be found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of the group policy and in what amount.

The Employee, whether or not employment has terminated, may designate a beneficiary, or from time to time change his designation of beneficiary, by written request filed at the Headquarters of the Policyholder or at the Home Office of the Insurance Company. Such designation or change will take effect as of the date of execution of such request, whether or not the Employee be living at the time of such filing, but without prejudice to the Insurance Company on account of any payments made by it before receipt of such request at its Home Office.

Any amount payable to a beneficiary will be paid to the beneficiary or beneficiaries designated by the Employee, except that, unless otherwise specifically provided by the Employee,

- (a) if more than one beneficiary is designated, the designated beneficiaries will share equally;
- (b) if any designated beneficiary predeceases the Employee, the share which such beneficiary would have received if surviving the Employee will be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the Employee; and
- (c) if no designated beneficiary survives the Employee, or if no beneficiary has been designated, payment will be made to the Employee's widow or widower, if surviving the Employee; if not surviving the Employee, in equal shares to the Employee's children who survive the Employee; if none survives the Employee, to the Employee's parents, equally, or to the survivor; if neither survives the Employee, in equal shares to the Employee's brothers and sisters who survive the Employee; or, if none survives the Employee, to the Employee's executors or administrators.

If any payee for any payment under the group policy is a minor or is, in the opinion of the Insurance Company, legally incapable of giving a valid receipt and discharge for such payment, the Insurance Company shall have the option, unless notice of the appointment of a guardian or committee of such payee has been given under the group policy to the Insurance Company, of making such payment or any part thereof in monthly instalments of not over \$100 the first month and not over \$50 a month thereafter to the person or persons who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment so made shall be a complete discharge of the Insurance Company's obligations to the extent of such payment, and the Insurance Company shall not be obliged to see to the application of the money so paid.

Termination of Insurance

The Employee's insurance under the group policy will terminate at the earliest to occur of the applicable times indicated below:

- (a) In the event the Employee insured for contributory insurance fails to make any contribution which is required for the continuation of his contributory insurance, the contributory insurance under the group policy of the Employee will terminate at the end of the period for which contribution has been made.
- (b) The contributory insurance of the Employee, if he requests cancellation of such insurance, will terminate as of the date of such request.
- (c) The insurance of the Employee under the group policy will terminate upon termination of employment with his Participant Employer. Cessation of active work will be deemed termination of employment, except that while the Employee is absent on account of sickness, injury, leave of absence, pension, or retirement, employment will be deemed to continue until premium payments for the Employee's insurance are discontinued by the Policyholder. Insurance may be continued during a lay-off for a period not exceeding six months from the date the lay-off started. The continuance during such period of lay-off of the amount of insurance designated as non-contributory insurance will be subject to the payment by the Employee to his Participant Employer of contributions therefor at such rate as may be required by his Participant Employer for such purpose; provided, however, that such rate will not exceed \$0.50 per month per \$1000 of such insurance.
- (d) In the event that the group policy is discontinued with respect to any one or more classes or groups of Employees, whether through elimination of an Employer from the List of Employers or otherwise, all insurance under the group policy of an Employee who is within any such class or group but does not remain eligible for insurance under the group policy by reason of employment in another class or group which continues to be eligible under the group policy, will terminate upon such discontinuance, subject, however, to the rights, if any, then applicable as to him under the Conversion Privilege section of the group policy.

(Note: Provision is made in the group policy for the continuation under certain circumstances of limited amounts of insurance from the date of regularly authorized retirement or from the date of release from employment with a severance pay award. Thus, on such retirement or such release from employment, the Employee should find out from his Participant Employer's Pension and Group Insurance Department what arrangements, if any, can be made to continue insurance in force for him. As to any insurance so continued in force for the Employee, a new certificate will be issued to his Participant Employer for delivery to the Employee describing the insurance protection being continued in force and to whom it is payable.)

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Benefit In Event Of Permanent Total Disability Occurring Before Age Sixty

The terms of this section do not apply if the total disability involved commences on or after the date the Employee has fifteen years of continuous service credit.

Six months after receipt at the Home Office of the Insurance Company of satisfactory evidence

- (1) that the Employee has, while under age sixty, become totally disabled by bodily injuries or disease so as to be prevented from engaging in any occupation for compensation or profit, and will be disabled for life, and
- (2) that the Employee has been continuously insured under the group policy, or under the group policy and one or more of the Insurance Company's Group Policies Nos. 14,534 and 53,821 for at least one year immediately preceding the commencement of disability,

the Insurance Company will begin payment to the Employee of a monthly income. The monthly income will be in lieu of all other benefits provided for in the group policy, will be for an amount elected by the Policyholder, and will be continued during such disability until the amount of insurance in force on the life of the Employee when the disability commenced, with interest on the unpaid balance at the rate of 3½ % per annum from the due date of the first payment, plus such excess interest as may be declared annually by the Insurance Company, is exhausted. In the absence of an election by the Policyholder with respect to the amount of the monthly income, the amount of the monthly income will be \$18.00 for each \$1,000 of insurance in force on the life of the Employee when the disability commenced, except that the monthly income will be \$27.00 if the amount of such insurance is less than \$1,500.

Upon approval by the Insurance Company of the evidence required by the terms of the next preceding paragraph, the Employee's insurance, in an amount equal to that in force on the life of the disabled Employee when the disability commenced, will be extended, without payment of premiums, during the continuance of permanent total disability, for the period beginning on the date of such approval and ending on the date the monthly income payments commence.

The entire and irrecoverable loss of the sight of both eyes, or the loss by severance, through or above the wrist or ankle joint, of both hands or both feet, or of one hand and one foot, occurring before age sixty, will in itself be considered as permanent total disability; and if permanent total disability is so caused, the requirement mentioned above that the Employee must have been continuously insured for at least one year immediately preceding the commencement of disability will not apply, and the monthly income shall become payable immediately upon, instead of six months after, receipt at the Home Office of the Insurance Company of satisfactory evidence of permanent total disability.

If the Employee dies after the receipt by the Insurance Company of the evidence required by the terms of this section, but before payments begin, the amount of insurance in force on the life of the disabled Employee when the disability commenced will be paid to the beneficiary; or, if the Employee dies during the continuance of the monthly income payments, the balance of the fund will be paid to the beneficiary.

The Insurance Company shall have the right, at any time after claim is made for permanent total disability benefits, and during the period for which payments may be made or claimed, to require proof of permanent total disability and to make examinations of the Employee. If, after a claim has been allowed, it shall appear that the Employee has recovered sufficiently so as to be able to engage in any occupation for compensation or profit, payments will cease, and if thereafter the Employee is eligible for insurance under the group policy (by reason of resumption of active work with a Participant Employer), such insurance may be reinstated but the amount of his insurance under the group policy, at any time while in force thereafter, will be computed on a basis which disregards any period of continuous service credit prior to such resumption of active work.

Written notice of claim for the permanent total disability benefit provided in this policy for the Employee shall be given to the Insurance Company at its Home Office within twelve months after cessation of premium payments for insurance of the Employee; if such notice is not given, the Insurance Company shall not be liable for any payment on account of the insurance of the Employee.

Notwithstanding any contrary provision in the Conversion Privilege section of the group policy, if one or more individual policies have been issued to the Employee pursuant to that section, the Employee's rights under this section may nevertheless be restored to the same extent as though such individual policies had not been issued, provided the proofs required by this section are furnished to the Insurance Company within twelve months after cessation of premium payments for the insurance of the Employee under the group policy, and provided each such individual policy is surrendered to the Insurance Company without claim other than for the return of the premiums paid thereon.

Extended Insurance

The terms of this section will apply only as to the Employee who ceases active work while the Employee is insured under the group policy. This section does not apply if the Employee has attained his normal retirement date (i.e., the first day of the calendar month next following his attainment of age sixty-five) or if the total disability involved commences prior to the date the Employee has fifteen years of continuous service credit.

If the Employee, while insured hereunder, becomes entitled to a Disability Pension or Allowance under the terms of a pension plan of the Policyholder, the insurance will be extended, without payment of premiums, during the period he is entitled to such Disability Pension or Allowance, but in no event will insurance be extended beyond the Employee's normal retirement date (i.e., the first day of the calendar month next following his attainment of age sixty-five).

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Extended Insurance (Continued)

The amount of insurance which will be extended under the terms of this section will be the amount of insurance for which the Employee was insured in accordance with the terms of the group policy on the date from which the Employee has been continuously and totally disabled.

The Insurance Company will have the right and opportunity to have the Employee examined when and as often as it may reasonably require during disability, but not more often than once a year after his insurance has been extended under this section for two full years.

If the Employee ceases to be entitled to a Disability Pension or Allowance and is then eligible for insurance under the group policy, insurance will be continued only if premium payments are resumed. If the Employee ceases to be entitled to a Disability Pension or Allowance and is not then eligible for insurance under the group policy, the insurance will thereupon automatically terminate, except that irrespective of the continuance of disability the insurance under this section will automatically terminate upon refusal of the Employee to be examined as hereinabove provided. During the thirty-one day period following termination of insurance, the Employee will be entitled to apply for a policy of life insurance in accordance with the "Conversion Privilege" of this policy as though employment had terminated at the beginning of such thirty-one days.

Conversion Privilege

If the Employee's insurance under the group policy, or any portion of such insurance, ceases because of termination of employment or because of termination of membership in the class or classes of Employees then still eligible for insurance under the group policy, the Employee will be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy is made, and the first premium thereon paid, to the Insurance Company within thirty-one days after cessation of the Employee's insurance under this policy for any such reason, and provided further that:

- (a) the individual policy will be on any one of the forms, except term insurance, that shall be selected by the Employee from among the forms then customarily issued by the Insurance Company at the age and for the amount applied for;
- (b) the individual policy will be in an amount equal to or, at the option of the Employee, an amount less than the amount of the Employee's life insurance which ceases under the group policy for any such reason;
- (c) the premiums payable under the individual policy will be at the Insurance Company's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Employee then belongs and to his age (nearest birthday) attained on the effective date of the individual policy; and
- (d) any individual policy issued under the terms of this section will take effect at the end of the thirty-one day period during which application for the individual policy may be made.

If the group policy discontinues, whether by its terms or by agreement between the Insurance Company and the Policyholder, and whether with respect to all Employees or with respect to any class or classes of Employees insured under the group policy, any Employee insured under the group policy at the date of such discontinuance who has been continuously insured for group life insurance by the Insurance Company, either under this policy or under this policy and the prior group policies, for at least five years prior to such discontinuance will, if his insurance under the group policy, or any portion of such insurance, ceases because of such discontinuance, be entitled to the conversion privilege as though his employment had terminated on the date of such discontinuance, except that the amount of the individual policy will not exceed the smaller of (a) the amount of the Employee's life insurance which ceases under the group policy because of such discontinuance, less the amount of any life insurance for which he is or becomes eligible within thirty-one days after such discontinuance under any group policy, whether issued by the Insurance Company or by any other insurer, and (b) \$2,000.

When any insurance becomes effective under an individual policy issued under the conversion privilege, it will be in exchange for all privileges and benefits under the group policy, except any which may arise through any new insurance under the group policy to which the Employee may become eligible after the date such individual policy becomes effective.

Death Protection During 31-Day Conversion Period: If the Employee dies during the thirty-one day period within which he is entitled to have an individual policy issued to him under the conversion privilege and before any insurance under such individual policy has become effective, the amount of life insurance which the Employee is entitled to have issued to him under such individual policy will be payable as a claim under the group policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.

Assignment By Employee or Beneficiary

Neither the Employee nor his beneficiaries may assign the insurance or other benefits under the group policy.

Claims of Creditors

Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under the group policy shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employee or his beneficiaries. Nothing in this paragraph, however, shall be construed so as to prejudice the right of any person to receive payment pursuant to the beneficiary provisions of the group policy.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

Benefits

The Employee will be entitled to a benefit determined from the following Table of Benefits immediately upon receipt of due proof

- (a) that he has, while insured under the group policy, sustained any of the losses listed in said Table of Benefits; and
- (b) that such loss resulted directly, and independently of all other causes, from bodily injuries (excluding bodily injuries arising out of or in the course of employment with his Participant Employer or any other employer) sustained solely through accidental means; and
- (c) that such loss occurred within ninety days after the date of the accident causing such loss.

Table of Benefits

In the Event of Loss of	The Benefit will be
Life	The Principal Sum
A Hand	One-Half The Principal Sum
A Foot	One-Half The Principal Sum
An Eye	One-Half The Principal Sum
More than one of the above through one accident	The Principal Sum
With respect to a hand or a foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. With respect to an eye, "loss" means the entire and irrecoverable loss of the sight of such eye. In no case will more than the full Principal Sum be paid for all losses sustained by the Employee.	

Exclusions

The Group Accidental Death and Dismemberment insurance does not cover any loss caused directly or indirectly, wholly or partly, or contributed to substantially, by bodily or mental infirmity; or ptomaines; or bacterial infections (except pyogenic infections which occur through an accidental cut or wound); or any other kind of disease; or medical or surgical treatment (except such as may result directly from surgical operations made necessary solely by injuries covered by the group policy); or war, or any act of war; or suicide, sane or insane.

Termination of Insurance

The Employee's insurance under the group policy will terminate at the earlier to occur of the applicable times indicated below:

- (a) Insurance under the group policy of the Employee will terminate upon termination of his employment with his Participant Employer, including that of an Employee with less than fifteen years of continuous service credit whose employment is terminated because of permanent total disability commencing before age sixty, or upon his being placed on the Disability Allowance or Pension Roll of his Participant Employer, whichever first occurs. Cessation of active work will be deemed termination of employment, except that while the Employee is absent on account of sickness, injury, lay-off or leave of absence other than that which has caused him to be placed on such Disability Allowance or Pension Rolls, employment will be deemed to continue until premium payments for the Employee's insurance are discontinued.
- (b) In the event that the group policy is discontinued with respect to any one or more classes or groups of Employees, whether through elimination of an Employer from the List of Employers or otherwise, all insurance under the group policy of the Employee who is within any such class or group but does not remain eligible for insurance under the group policy by reason of employment in another class or group which continues to be eligible under the group policy, will terminate upon such discontinuance.

Payment of Benefits

If any relevant facts pertaining to any individual to whom insurance under the group policy relates shall be found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of the group policy and in what amount.

All benefits provided under the group policy will be paid upon receipt of written proof covering the occurrence, character, and extent of the event for which claim is made.

The Insurance Company will have the right and opportunity to examine the person of the individual with respect to whom claim is made when and so often as it may reasonably require during pendency of any claim under the group policy.

Subject to due proof of claim, benefits will be payable to the Employee, if living at the time of payment; otherwise to the beneficiary.

The Employee, whether or not employment has terminated, may designate a beneficiary, or from time to time change his designation of beneficiary, by written request filed at the Headquarters of the Policyholder or at the Home Office of the Insurance Company. Such designation or change will take effect as of the date of execution of such request, whether or not the Employee be living at the time of such filing, but without prejudice to the Insurance Company on account of any payments made by it before receipt of such request at its Home Office.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP ACCIDENTAL DEATH AND DISMEMBERMENT POLICY (Continued)

Payment of Benefits (Continued)

Any amount payable to a beneficiary will be paid to the beneficiary or beneficiaries designated by the Employee, except that, unless otherwise specifically provided by the Employee,

- (a) if more than one beneficiary is designated, the designated beneficiaries will share equally;
- (b) if any designated beneficiary predeceases the Employee, the share which such beneficiary would have received if surviving the Employee will be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the Employee; and
- (c) if no designated beneficiary survives the Employee, or if no beneficiary has been designated, payment will be made to the Employee's widow or widower, if surviving the Employee; if not surviving the Employee, in equal shares to the Employee's children who survive the Employee; if none survives the Employee, to the Employee's parents, equally, or to the survivor; if neither survives the Employee, in equal shares to the Employee's brothers and sisters who survive the Employee; or, if none survives the Employee, to the Employee's executors or administrators.

If any payee for any payment under the group policy is a minor or is, in the opinion of the Insurance Company, legally incapable of giving a valid receipt and discharge for such payment, the Insurance Company shall have the option, unless notice of the appointment of a guardian or committee of such payee has been given under the group policy to the Insurance Company, of making such payment or any part thereof to the person or persons who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment so made shall be a complete discharge of the Insurance Company's obligations to the extent of such payment, and the Insurance Company shall not be obliged to see to the application of the money so paid.

Assignment By Employee or Beneficiary

Neither the Employee nor his beneficiaries may assign the insurance or other benefits under the group policy.

Claims of Creditors

Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under the group policy shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employee or his beneficiaries. Nothing in this paragraph, however, shall be construed so as to prejudice the right of any person to receive payment pursuant to the beneficiary provisions of the group policy.

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U.S. DEPARTMENT OF AGRICULTURE
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AETNA LIFE INSURANCE COMPANY

OF HARTFORD, CONNECTICUT,



HAS INSURED the lives of certain employees of

THE B. F. GOODRICH COMPANY

AND CERTAIN OF ITS ALLIED COMPANIES

by a Group Policy of insurance, No. 5729. Under and subject to the terms and conditions of said policy and the application therefor, the life of

HAROLD EDWARD STEINMILLER

P. R. No. } 2300-0025
DEPT. } 0603
BRANCH }

an employee, is insured for the sum of

TWO THOUSAND

DOLLARS,

which is payable at date of death to

SEE ATTACHED FORM ~~(1-25-56)~~ (7-23-41)

~~EVA EMORY STEINMILLER~~ WIFE

BENEFICIARY.

(SUBJECT TO CHANGE AS PROVIDED IN SAID POLICY)

Date..... Feb. 20, 1934.....

AETNA LIFE INSURANCE COMPANY

Certificate No. 67891

By

Wm. W. Rainard
President.

THE B. F. GOODRICH COMPANY

COÖPERATIVE LIFE INSURANCE PLAN

Participation in The B. F. Goodrich Coöperative Life Insurance Plan does not in any manner affect or take the place of benefits at any time due under Workmen's Compensation Acts.

BENEFICIARY

Each employee may name his individual beneficiary to whom he desires the insurance paid, which beneficiary he may change at any time upon signed request as provided in the policy.

TERMINATION OF INSURANCE

The insurance of any employee shall automatically cease when the employee fails to make the required premium contribution, or upon termination of employment, whichever first occurs, or upon discontinuance of the group policy.

However, the policy provides that if proof is submitted to the Insurance Company at its Home Office within 15 months after cessation of premium payments with respect to an insured employee

1. That such employee stopped work with the employer on account of disability from bodily injuries or disease which prevented the engagement in any occupation for compensation or profit, and
2. That such disability was continuous between the date of cessation of premium payments and date of death of the employee, and
3. That the death of such employee occurred before age 65 and while the policy is in full force and effect and within a period after the cessation of premium payments not longer than the time such employee's insurance had been in force at the date of cessation of premium payments but not longer in any event than 12 months,

then the amount of insurance on the life of such employee at the date of cessation of premium payments, less the amount of any policy issued on the life of such employee in accordance with the conversion privilege prescribed in this certificate, shall be paid to the beneficiary. The right given by the policy to the employee to change the beneficiary shall continue during the period mentioned above

ADDITIONAL COÖPERATIVE INSURANCE

on the life of

HAROLD EDWARD STEINMILLER - 2300-0025

insured under Group Policy No. 5729, Certificate No. 67991 is hereby made effective in the
amount of THREE THOUSAND Dollars

payable in event of death to

SEE ATTACHED FORM (1-28-38)

Beneficiary,

(SUBJECT TO CHANGE AT INSURED'S REQUEST)

under and subject to the terms and conditions of said policy.

Effective Date Oct. 11, 1937

ÆTNA LIFE INSURANCE COMPANY

This rider should be attached
to your certificate.

By

Wm. J. Brumard

President.

ADDITIONAL COÖPERATIVE INSURANCE

on the life of

HAROLD EDWARD STEINMILLER 2300-2004

insured under Group Policy No. 5729, Certificate No. 67991 is hereby made effective in the
amount of FIVE THOUSAND Dollars

payable in event of death to

SEE FACE OF POLICY

Beneficiary,

(SUBJECT TO CHANGE AT INSURED'S REQUEST)

under and subject to the terms and conditions of said policy.

Effective Date February 26, 1945

ÆTNA LIFE INSURANCE COMPANY

This rider should be attached
to your certificate.

By

Wm. J. Brumard

President.

CHANGE OF BENEFICIARY

Execute in duplicate; employer to forward original and duplicate to Company.

AETNA LIFE INSURANCE COMPANY
HARTFORD, CONNECTICUT
(GROUP DIVISION)

IS HEREBY REQUESTED TO CHANGE THE BENEFICIARY UNDER SUB NO(8) 67991, OF GROUP CONTRACT(S) NO(8) 5729, ISSUED TO The R. F. Goodrich Company, EMPLOYER, BY SAID INSURANCE COMPANY, SO THAT ALL THE BENEFITS PAYABLE THEREUNDER BY SAID INSURANCE COMPANY BY REASON OF THE DEATH OF THE UNDERSIGNED EMPLOYEE SHALL BE PAYABLE AS FOLLOWS:

If Eva Keene Steinmiller, wife of said employee, or a child of said employee by said wife, survives said employee, said benefits shall be payable in monthly instalments, payable monthly in advance, of \$5.00 each for each \$1000 of said benefits payable until said benefits with interest on the unpaid balance at the rate of 3½% per annum are exhausted, provided that the final instalment shall be for only the balance of the fund. Each instalment shall be payable when due to said wife, if then living, otherwise to the children of said employee by said wife who are then living, equally, or to the survivor, but if none is living when an instalment becomes due the unpaid balance with any accrued interest shall be payable in one sum to the executors or administrators of the last survivor of said wife and the children of said employee by said wife. Said wife, if living, may withdraw the unpaid balance or any part thereof at any time, and after the death of said wife the children of said employee by said wife, jointly, or the survivor, may withdraw not to exceed \$2000 from the unpaid balance at any time. Said Insurance Company may restrict withdrawals to one a calendaryear and may defer payment of any withdrawal value for a period not exceeding ninety days from the date of receipt of written request therefor.

If neither said wife nor a child of said employee by said wife survives said employee, said benefits shall be payable in one sum to the executors or administrators of said employee.

If the guaranteed amount of interest or instalment payment becoming due on individual payee hereunder would be less than Ten Dollars, said Insurance Company may change the payments to a quarterly, semi-annual or annual frequency necessary to make the amount of each payment at least Ten Dollars.

In accordance with Section 4191 of the General Statutes of Connecticut, Revision of 1930, it is agreed between said Insurance Company, the employer and the said employee that this Beneficiary Agreement and all moneys becoming due or retained hereunder shall be impressed with a trust and it is expressly agreed: That any funds retained by said Insurance Company may be mingled in whole or in part with its general corporate funds as a part thereof; that no beneficiary shall have the right to assign, anticipate, alienate or commute the payments becoming due, or his or her right, title or interest therein, except as may be specifically provided herein; that all moneys payable or retained hereunder, whether of principal or interest, shall be free from claims of creditors of the beneficiary or beneficiaries and from all legal process to levy upon or attach the same; that this trust shall be subject to, governed by and construed in accordance with the laws of the State of Connecticut; and that all payments hereunder shall be made at the Home Office of said Insurance Company in Hartford, Connecticut, where this agreement is made and is to be performed.

It is understood that the foregoing Beneficiary Agreement shall apply to existing death benefits and any additional death benefits issued hereafter on the life of the undersigned employee under said Group Contract, or any Group contract or contracts issued in lieu thereof; except that (1) the right to change this beneficiary designation is reserved in accordance with the provisions of the Group contract or contracts in effect at the time such change of beneficiary is requested, and (2) if a different rate of interest for determining instalment and interest payments is specified or used in any Group contract or contracts which may be issued in lieu of said Group contract, payments under this Beneficiary Agreement shall be adjusted to conform to the rate of interest specified or used in the Group contract in effect at the time of death of the undersigned employee.

Signed in duplicate at Richmond Va this 14th day of July 1941
Minna H. Williams Harold Edward Steinmiller
 WITNESS SIGNATURE OF EMPLOYEE—FULL NAME

Approved: The R. F. Goodrich Company Employer

(Harold Edward Steinmiller)

By [Signature]
 Mgr. Insurance and Bond Department

The foregoing request for change of benefit is hereby accepted.

HARTFORD, CONNECTICUT, this 23 day of July 1941

AETNA LIFE INSURANCE COMPANY

[Signature]
 Registrar

[Signature]
 Secretary

WHEN PAYEE IS MINOR OR MENTALLY INCOMPETENT

If any payee hereunder is, in the opinion of the Aetna Life Insurance Company, legally incapable of giving a valid receipt and discharge for any payment, the Insurance Company may, at its option, make such payment or any part thereof in monthly instalments of not over \$100 the first month and not over \$50 a month thereafter to the person or persons, who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment to such person or persons shall be a complete discharge of the Insurance Company's liability to the extent of such payment and it shall not be obliged to see to the application of the money so paid.

NOTICE OF CLAIM

Written notice of the death of an employee while insured under the policy shall be given the Aetna Life Insurance Company at its Home Office at Hartford, Connecticut, within 15 months after cessation of the payment of premiums in respect to such employee; and if such notice is not given, the Insurance Company shall not be liable for any payment on account of such death.

Note: It is not necessary to present a claim through a lawyer or any other person. A claimant may write direct to the Group Division, Aetna Life Insurance Company, Hartford, Connecticut, or may request the employer to give the Company notice of claim.

CONVERSION PRIVILEGE

In case of termination of employment for any reason whatsoever, the employee shall be entitled to have a policy of life insurance issued to him by the Aetna Life Insurance Company without further evidence of insurability, provided:

(A) The amount of the policy shall not exceed the amount of the employee's insurance hereunder at the time employment terminated.

(B) The Policy shall be upon any one of the non-participating forms customarily issued by the Insurance Company, except Term Insurance.

(C) The policy shall require payment of the premium applicable to the class of risk to which the employee belongs and to the form and amount of the policy at the employee's then attained age.

(D) Written application for such a policy and payment of the first premium must be made by the employee within 31 days after the period during which death would have resulted in a valid claim under the policy.

AETNA LIFE
Insurance Co.

of

Hartford, Connecticut



CERTIFICATE

ISSUED TO

EMPLOYEES

OF

THE B. F. GOODRICH COMPANY
AND CERTAIN OF ITS ALLIED COMPANIES

ETNA LIFE INSURANCE COMPANY**HARTFORD, CONNECTICUT**

By a Group Life Policy No. 14534, and by a Group Hospital and Surgical Expense Policy No. H-14534, has insured certain Employees of

THE B. F. GOODRICH COMPANY

(Herein called the Employer)

and of its Associated Companies included in the group policies.

Certain terms of the group policies are described on this and the following pages of this Certificate. Under and subject to the terms of the group policies,

H. E. STEINMILLER 2300-2004

an Employee, is insured for the following benefits; except that no insurance is provided under the group hospital and surgical expense policy, either with respect to the Employee or with respect to his dependents, when the Employee is not insured under the group life policy.

Amount of Group Life Insurance TEN THOUSAND DOLLARS

Daily Benefit for Hospital Confinement of Employee NINE DOLLARS

Surgical Expense Benefits for the Employee — ONE HUNDRED FIFTY DOLLAR SCHEDULE

Maximum Daily Benefit for Hospital Confinement of Employee's Dependents NINE DOLLARS

The Employee is insured for Hospital Confinement Benefits with respect to only the following dependents:

ALL ELIGIBLE DEPENDENTS

As used in the group policy, a "dependent" means only an Employee's unmarried child at least fourteen days of age but under nineteen years of age, or an Employee's wife, neither of whom is insured or eligible for benefits as an Employee under the group policy.

SPECIAL DESIGNATION OF BENEFICIARY

The Employee has designated

as his beneficiary to receive such benefits as are payable under the Group Life Policy in the event of the death of the Employee. The Employee may change his designation of beneficiary as often as desired by written request filed at the Headquarters of the Employer or at the Home Office of the Insurance Company. Such change will take effect as of the date of execution of such request, whether or not the Employee be living at the time of such filing, but without prejudice to the Insurance Company on account of any payments made by it before receipt of such request at its Home Office. With respect to an Employee on a regularly authorized retirement, no beneficiary designation or change in beneficiary designation will become effective without the Employer's written consent thereto.

If any designated beneficiary predeceases the Employee, the share which such beneficiary would have received if living will, except as may be otherwise specifically provided by the Employee, be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the Employee. If no designated beneficiary survives the Employee, or if no beneficiary has been designated, the insurance will be payable to the Employee's widow or widower, if surviving the Employee; if not surviving the Employee, in equal shares to the Employee's children who survive the Employee; if none survives the Employee, to the Employee's parents, equally, or to the survivor; if neither survives the Employee, in equal shares to the Employee's brothers and sisters who survive the Employee; or, if none survives the Employee, to the Employee's executors or administrators.

* * * *

The insurance evidenced by this Certificate is provided under and is subject to all of the terms of the group policies, which alone constitute the contracts.

Effective Date March 1, 1948

(PROVIDED EMPLOYEE IS THEN REGULARLY PERFORMING THE DUTIES OF HIS OCCUPATION)

ETNA LIFE INSURANCE COMPANY

by

Wm. H. Raymond
President.

Certificate No. 22627

GROUP INSURANCE CERTIFICATE
(FOR ACTIVE EMPLOYEES)

GR-2924-1 (GROUP LIFE INSURANCE AND GROUP HOSPITAL AND SURGICAL EXPENSE INSURANCE)

PAGE 1

GROUP LIFE POLICY PROVISIONS

Payment of Benefits

The amount of insurance in force upon the life of the Employee will be payable to the beneficiary in accordance with the terms of the group policy in the event of death of the Employee from any cause, at any place, and at any time while insured.

If any relevant facts relating to the Employee shall be found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of the group policy and in what amount.

If any payee for any payment under the group policy is a minor or is, in the opinion of the Insurance Company, legally incapable of giving a valid receipt and discharge for such payment, the Insurance Company shall have the option, unless claim has been made by a duly appointed guardian or committee of such payee, of making such payment or any part thereof in monthly instalments of not over \$100 the first month and not over \$50 a month thereafter to the person or persons who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment so made will be a complete discharge of the Insurance Company's obligations to the extent of such payment, and the Insurance Company will not be obliged to see to the application of the money so paid.

Permanent Total Disability Benefit

(Does not apply if Employee is age sixty or over)

Six months after receipt at the Home Office of the Insurance Company of satisfactory evidence

- (1) that the Employee has, while insured under the group policy and before reaching age sixty, become totally disabled by bodily injuries or disease from engaging in any occupation for compensation or profit, and will be so disabled for life, and
- (2) that the Employee has been continuously insured under the group policy, or under the group policy and any of the prior group life insurance policies, for at least one year immediately preceding the commencement of disability,

the Insurance Company will begin payment to the Employee of a monthly income. The monthly income will be in lieu of all other benefits provided in the group policy, will be for an amount elected by the Employer, and will be continued during such disability until the amount of insurance in force on the life of the Employee when the disability commenced, with interest on the unpaid balance at the rate of 3½% per annum from the due date of the first payment, plus such excess interest as may be declared annually by the Insurance Company, is exhausted. In the absence of an election by the Employer with respect to the amount of the monthly income, the amount of the monthly income will be \$18.00 for each \$1,000 of insurance in force on the life of the Employee when the disability commenced, except that the monthly income will be \$27.00 if the amount of such insurance is less than \$1,500.

The entire and irrecoverable loss of the sight of both eyes, or the loss by severance of both hands or both feet, or of one hand and one foot, occurring while insured under the group policy and before reaching age sixty, will in itself be considered as permanent total disability; and if permanent total disability is so caused, the requirement mentioned above that the Employee must have been continuously insured for at least one year immediately preceding the commencement of disability will not apply, and the monthly income will become payable immediately upon, instead of six months after, receipt at the Home Office of the Insurance Company of satisfactory evidence of permanent total disability.

If the Employee dies after the receipt by the Insurance Company of the evidence required by the terms of this section of the group policy, but before payments begin, the amount of insurance in force on the life of the Employee when the disability commenced will be paid to the beneficiary; or, if the Employee dies during the continuance of the monthly income payments, the balance of the fund will be paid to the beneficiary.

The Insurance Company shall have the right, at any time after claim is made for permanent total disability benefits, and during the period for which payments are made or claimed, to require proof of permanent total disability and to make examinations of the Employee. If, after a claim has been allowed, it appears that the Employee has recovered sufficiently so as to be able to engage in any occupation for compensation or profit, payments will cease, and if thereafter the Employee is eligible for insurance under the group policy, the insurance may be reinstated but the amount of his insurance under the group policy, at any time while in force thereafter, will be limited to an amount equal to the excess, if any, of the amount determined from the other terms of the group policy over the total of the payments made to the Employee under the terms of this section of the group policy.

Notice of Permanent Total Disability Claim

Written notice of claim for the permanent total disability benefit provided in the group policy for the Employee must be given to the Insurance Company at its Home Office within twelve months after cessation of premium payments for insurance of the Employee; if such notice is not given, the Insurance Company will not be liable for any payment on account of the insurance of the Employee.

Regularly Authorized Retirement

The insurance for an Employee having ten or more consecutive years of service immediately preceding his being placed on a regularly authorized retirement on and after March 1, 1948, and who has been insured under the group policy, or under the group policy and any of the prior group life insurance policies, for at least ten consecutive years immediately preceding the effective date of such retirement will be reduced from the first day of the calendar month coinciding with or next following the date that the Employee is placed on such retirement to an amount equal to two and one-half percent of the amount in effect for the Employee, in accordance with the terms of the group policy, immediately prior to the date that the Employee is placed on such retirement, multiplied by the number of full years of such continuous service rendered by the Employee to the Employer; provided, however, that in no case will the amount of such reduced insurance, at any time while in force, be more than fifty percent of the amount in effect for the Employee, in accordance with the terms of the group policy, immediately prior to the date that the Employee is placed on such retirement. No contributions will be required of the Employee after retirement.

GROUP LIFE POLICY PROVISIONS (Continued)

Termination of Insurance

The insurance of the Employee will terminate at the earliest time indicated below:

- (a) In the event the Employee fails to make the required contribution for his insurance, the insurance of the Employee will automatically terminate at the end of the period for which contribution has been made.
- (b) The insurance of the Employee will automatically terminate upon termination of employment. Cessation of active work will be deemed termination of employment, except that while the Employee is absent on account of sickness, injury, temporary lay-off, leave of absence, pension, or retirement, employment will be deemed to continue until premium payments for the Employee's insurance are discontinued by the Employer. If the Employee dies during the thirty-one day period within which he is entitled to have an individual policy issued to him in accordance with the section of the group policy entitled "Conversion Privilege" and before any such individual policy has become effective, the amount of life insurance which the Employee is entitled to have issued to him under such individual policy will be payable as a claim under the group policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.
- (c) The insurance of the Employee will automatically terminate upon discontinuance of the group policy.

Conversion Privilege

If the Employee's insurance under the group policy, or any portion of such insurance, ceases because of termination of employment or because of termination of membership in the class or classes of employees eligible for insurance under the group policy, the Employee will be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy is made, and the first premium thereon paid to the Insurance Company, within thirty-one days after such termination, and provided further that,

- (a) the individual policy will be on any one of the forms, except term insurance, that shall be selected by the Employee from among the forms then customarily issued by the Insurance Company at the age and for the amount applied for;
- (b) the individual policy will be in an amount equal to or, at the option of the Employee, an amount less than the amount of the Employee's life insurance which ceases under the group policy because of such termination;
- (c) the premiums payable under the individual policy will be at the Insurance Company's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Employee then belongs, and to his age attained on the effective date of the individual policy; and
- (d) any individual policy issued under the conversion privilege will take effect at the end of the thirty-one day period during which application for the individual policy may be made.

If the group policy discontinues, whether by its terms or by agreement between the Insurance Company and the Employer, and whether with respect to all employees or with respect to any class or classes of employees insured under the group policy, the Employee will, if he was insured under the group policy at the date of such discontinuance, and if he has been continuously insured under the group policy for at least five years prior to such discontinuance, and if his insurance under the group policy, or any portion of such insurance, ceases because of such discontinuance, be entitled to the conversion privilege as though his employment had terminated on the date of such discontinuance, except that the amount of the individual policy will not exceed the smaller of (a) the amount of the Employee's life insurance which ceases under the group policy because of such discontinuance, less the amount of any life insurance for which he is or becomes eligible under any group policy issued or reinstated by the Insurance Company or by any other insurer within thirty-one days after such discontinuance, and (b) \$2,000. If the Employee dies during the thirty-one day period within which he is entitled to have an individual policy issued to him as described in this paragraph and before any such individual policy has become effective, the amount of life insurance which the Employee is entitled to have issued to him under such individual policy will be payable as a claim under the group policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.

When an individual policy becomes effective under the conversion privilege, it will be in exchange for all privileges and benefits under the group policy.

Assignment—Claims of Creditors

Neither the Employee nor his beneficiaries may assign the insurance or other benefits under the group policy.

Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under the group policy will be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employee or his beneficiaries.

GROUP HOSPITAL AND SURGICAL EXPENSE POLICY PROVISIONS
INSURANCE WITH RESPECT TO THE EMPLOYEE

Hospital Confinement Benefits

Subject to the terms of the group policy, if the Employee becomes confined in a duly constituted hospital as a result of a disease for which the Employee is not entitled to benefits under any workmen's compensation law or an accidental bodily injury which does not arise out of or in the course of employment, and if such hospital confinement commences

- (i) while the Employee is insured under the group policy, or
- (ii) within a period of three months following termination of the Employee's insurance under the group policy and during a period of total disability which commenced while the Employee was insured under the group policy,

the Insurance Company will pay the following benefits:

- (a) a daily benefit at the rate to which the Employee is entitled in accordance with the terms of the group policy, for each day that the Employee is confined in the hospital; but in no event will the daily benefit be payable, during any one continuous period of disability, for more than thirty-one days; and
- (b) a benefit in an amount equal to the actual charges, other than charges for board and room, made by the hospital to the Employee in connection with the hospital confinement; but in no event will the aggregate benefit payable under this clause (b), during any one continuous period of disability, exceed the sum of five times the Employee's rate of daily benefit;

provided, however, that

- (1) no benefits will be payable unless either the hospital makes a charge for board and room or the hospital confinement upon which claim is based lasts for at least eighteen consecutive hours, except when the only hospital charge is for emergency treatment for accidental bodily injury;
- (2) the number of days that the Employee is confined in the hospital will be construed to be the number of days for which the hospital charges for board and room, or, if no charge is made for board and room, the number of completed twenty-four hour periods;
- (3) successive periods of hospital confinement will be considered as having occurred during one continuous period of disability unless complete recovery from the disease or injury causing the previous confinement has taken place before the later confinement commences, or unless the later confinement is due to causes entirely different from those of the previous confinement, or unless the later confinement commences after the Employee has returned to active work with the Employer on full time and completed one day of continuous active service;
- (4) no benefits will be payable with respect to any period of hospital confinement unless such confinement and the services, if any, upon which claim is based, and the continuation of such confinement during the entire period thereof, are recommended and approved by a legally qualified physician or surgeon; and
- (5) no benefits will be payable if the hospital confinement upon which claim is based is due to pregnancy or resulting childbirth or miscarriage, except as hereinafter provided in the section entitled "Maternity Benefit".

Maternity Benefit

If a female Employee, while insured under the group policy or within nine months after termination of her insurance under the group policy, becomes confined in a duly constituted hospital on account of pregnancy or resulting childbirth or miscarriage, the Insurance Company will, subject to the terms of the foregoing section entitled "Hospital Confinement Benefits", pay the hospital confinement benefits described in that section; provided, however, that

- (1) the daily benefit will be payable for not more than thirty-one days during any and all hospital confinements due to any one pregnancy including resulting childbirth or miscarriage;
- (2) in any instance in which the Employee gives birth to a child or children while she is insured under the group policy or within nine months after termination of her insurance under the group policy, whether such childbirth occurs in or out of a hospital, the minimum benefit payable under the terms of this section with respect to the pregnancy terminating in such childbirth will be an amount equal to ten times the rate of daily benefit to which the Employee is entitled in accordance with the terms of the group policy; and
- (3) if the Employee becomes insured under the group policy after March 1, 1948, no benefits will be payable with respect to a period of hospital confinement which commences, or a childbirth which occurs, before the expiration of nine months following the date the Employee becomes insured under the group policy—unless due proof is furnished to the Insurance Company that the pregnancy causing hospitalization or childbirth did not exist on the date the Employee became insured under the group policy.

GROUP HOSPITAL AND SURGICAL EXPENSE POLICY PROVISIONS (Continued)
INSURANCE WITH RESPECT TO THE EMPLOYEE (Continued)

Surgical Fee Benefits

Subject to the terms of the group policy, if the Employee undergoes a surgical operation enumerated in the applicable Schedule of Operations set forth in this Certificate as a result of a disease for which the Employee is not entitled to benefits under any workmen's compensation law or an accidental bodily injury which does not arise out of or in the course of employment, and if such operation is performed by a legally qualified surgeon and occurs

- (i) while the Employee is insured under the group policy, or
- (ii) within a period of three months following termination of the Employee's insurance under the group policy and during a period of total disability which commenced while the Employee was insured under the group policy,

the Insurance Company will pay a benefit in an amount equal to the surgical fees actually charged to the Employee with respect to such operation, but not exceeding the maximum amount specified for such operation in the applicable column of the applicable Schedule of Operations; provided, however, that

- (1) if two or more such operations are performed, payment will be made for each operation in accordance with the terms of this section, except that the total payment for all operations performed during any one continuous period of disability will not exceed \$150 if the Employee is insured under the \$150 Schedule, or \$100 if the Employee is insured under the \$100 Schedule;
- (2) successive operations will be considered as having been performed during one continuous period of disability unless complete recovery from the disease or injury causing the previous operation has taken place before the later operation is performed, or unless the later operation is due to causes entirely different from those of the previous operation, or unless the later operation is performed after the Employee has returned to active work with the Employer on full time and completed one day of continuous active service;
- (3) no benefits will be payable if the operation upon which claim is based is due to pregnancy or resulting childbirth or miscarriage, except as hereinafter provided in the section entitled "Obstetrical Benefits"; and
- (4) nothing in the group policy or in this Certificate shall be construed to mean that benefits are payable by the Insurance Company either with respect to an operation performed in a hospital owned or operated by the United States government, or with respect to an operation for which no charge is made that the Employee is required to pay.

Obstetrical Benefits

If a female Employee, while insured under the group policy or within nine months after termination of such insurance, undergoes a surgical operation enumerated under the heading of "Obstetrics" in the applicable Schedule of Operations, the Insurance Company will, subject to the terms of the foregoing section entitled "Surgical Fee Benefits", pay the surgical fee benefits described in that section; provided, however, that if the Employee becomes insured under the group policy after March 1, 1948, no benefits will be payable with respect to any such operation which is performed before the expiration of nine months following the date the Employee becomes insured under the group policy—unless due proof is furnished to the Insurance Company that the pregnancy causing such operation did not exist on the date the Employee became insured under the group policy.

Termination of Insurance

The insurance of the Employee will terminate at the earliest time indicated below:

- (a) In the event the Employee fails to make the required contribution for his insurance, the insurance of the Employee will automatically terminate at the end of the period for which contribution has been made.
- (b) The insurance of the Employee will automatically terminate upon termination of employment, except that in the case of a wife whose husband is also employed by the Employer, insurance will terminate at the end of the group policy month in which employment terminates. Cessation of active work will be deemed termination of employment, except that while the Employee is absent on account of sickness, injury, temporary lay-off, or leave of absence, employment will be deemed to continue until premium payments for the Employee's insurance are discontinued by the Employer.
- (c) The insurance of the Employee will automatically terminate on the date the Employee is placed on a regularly authorized retirement.
- (d) The insurance of the Employee will automatically terminate upon discontinuance of the group policy.

GROUP HOSPITAL AND SURGICAL EXPENSE POLICY PROVISIONS (Continued)
INSURANCE WITH RESPECT TO THE EMPLOYEE (Continued)

Schedule of Operations
SURGICAL FEE BENEFITS

	Under \$150 Schedule	Under \$100 Schedule
ABDOMEN		
Cutting through abdominal wall for diagnosis, treatment or removal of organs in abdominal and pelvic cavities (unless otherwise specified below)	\$100.00	\$66.67
Two or more surgical procedures performed through the same abdominal incision will be considered as one operation.		
ABSCESS (furuncles excepted)		
Cutting operations requiring hospital residence	25.00	16.67
AMPUTATIONS		
Thigh	75.00	50.00
Arm, forearm, entire hand, leg, or entire foot	60.00	33.33
Fingers or toes, each	10.00	6.67
BREAST		
Amputation	100.00	66.67
Alarceas, deep (furuncles excepted)	25.00	16.67
CHEST		
Complete thoracoplasty, or removal of portion of lung	150.00	100.00
Other cutting into thoracic cavity for diagnosis or treatment (tapping excepted)	40.00	26.67
Induction of artificial pneumothorax, including all refills	25.00	16.67
DISLOCATION, REDUCTION OF		
Hip or knee joint (patella excepted)	35.00	23.33
Shoulder, elbow, or ankle joint	30.00	20.00
Lower jaw	15.00	10.00
Collar bone or wrist	10.00	6.67
For a dislocation requiring an open operation, the maximum will be twice the amount shown above.		
EAR, NOSE OR THROAT		
Mastoidectomy: One side	75.00	50.00
Both sides	100.00	66.67
Tonsillectomy or tonsillectomy and adenoidectomy	25.00	16.67
Sinus operation by cutting (puncture of antrum excepted)	30.00	20.00
Puncture of antrum	5.00	3.33
Submucous resection of nasal septum	35.00	23.33
Tracheotomy	35.00	23.33
Bronchoscopic therapy	35.00	23.33
Any other cutting operation (tapping excepted)	10.00	6.67
EXCISION OR REMOVAL		
Shoulder or hip joint	100.00	66.67
Knee joint	75.00	50.00
Elbow, wrist, or ankle joint	60.00	33.33
Disceps portion of bone, including curettage (alveolar processes excepted)	50.00	33.33
EYE		
Any cutting operation into the eyeball (through the cornea or sclera)	50.00	33.33
Removal of eyeball	35.00	23.33
Removal of foreign body from cornea or sclera	5.00	3.33
Any other cutting operation on eye	20.00	13.33
FRACTURE, TREATMENT OF		
Thigh, leg, kneecap, upper arm, vertebra or vertebrae (processes excepted), or pelvis (coccyx excepted)	50.00	33.33
Lower jaw (alveolar processes excepted), collar bone, shoulder blade, or forearm	25.00	16.67
Wrist, hand, ankle, or foot	15.00	10.00
Fingers, toes, ribs, or vertebral processes (one or more)	10.00	6.67
Nose	10.00	6.67

The amounts shown above are for simple fractures.

For a compound fracture, the maximum will be one and one-half times the amount for the corresponding simple fracture.

For a fracture requiring an open operation with bone grafting, bone splinting, or metallic fixation at point of fracture, the maximum will be twice the amount for the corresponding simple fracture.

	Under \$150 Schedule	Under \$100 Schedule
GENITO-URINARY TRACT		
Removal of kidney	\$150.00	\$100.00
Cutting into or fixation of kidney	100.00	66.67
Removal of tumors or stones in kidney, ureter, or bladder:		
By cutting operation	100.00	66.67
By endoscopic means	25.00	16.67
Stricture of urethra:		
Open operation	50.00	33.33
Intra-urethral cutting operation	25.00	16.67
Removal of entire prostate by open operation (complete procedure)	150.00	100.00
Removal of part of prostate:		
By endoscopic means	40.00	26.67
By other cutting operation	75.00	50.00
Varicocele, cutting operation	25.00	16.67
Hydrocele, excision, or incision and treatment of sac (tapping excepted)	25.00	16.67
Orchidectomy and epididymectomy (either or both)	35.00	23.33
Complete removal of uterus, tubes and ovaries	150.00	100.00
Operations on uterus and its appendages, without abdominal approach:		
Dilatation and curettage (non-puerperal)	25.00	16.67
Removal of polyps or cysts (one or more)	10.00	6.67
Other cutting operations	50.00	33.33
GOITRE		
Thyroidectomy (complete procedure, including ligation of thyroid arteries, to be treated as one operation)	150.00	100.00
Ligation of thyroid arteries not followed by thyroidectomy:		
One or more at one operation	50.00	33.33
Two or more stage operation	75.00	50.00
(Complete procedure to be treated as one operation)		
HERNIA, ABDOMINAL		
Cutting operation for radical cure:		
Single hernia	50.00	33.33
More than one hernia	75.00	50.00
JOINT		
Incision into (tapping excepted)	25.00	16.67
LIGAMENTS		
Cutting operation	25.00	16.67
Suturing of tendons: Single	25.00	16.67
Multiple	40.00	26.67
PARACENTESIS (Tapping of)		
Abdomen, chest, or bladder (catheterization excepted), ear-drum, hydrocele, joint, or spine	10.00	6.67
RECTUM		
Cutting operation or injection treatment for radical cure of hemorrhoids (complete procedure)	25.00	16.67
Cutting operation for prolapsed rectum or fistula in ano	10.00	6.67
Cutting operation for fissure	10.00	6.67
SKULL		
Cutting into cranial cavity (trephining excepted)	150.00	100.00
Trephining	50.00	33.33
SPINE OR SPINAL CORD		
Operation with removal of portion of vertebra or vertebrae (processes and coccyx excepted)	150.00	100.00
Removal of part or all of coccyx	50.00	33.33
Removal of processes (one or more)	30.00	20.00
TUMORS		
Cutting operation for removal of:		
Malignant tumors (those of face, lip, or skin excepted)	100.00	66.67
Malignant tumors of face, lip, or skin	25.00	16.67
Benign tumors requiring hospital residence	25.00	16.67
Benign tumors not requiring hospital residence	10.00	6.67
VARICOSE VEINS		
Cutting operation or injection treatment (Complete procedure on all veins)	40.00	26.67
OBSTETRICS		
Delivery of child or children	50.00	33.33
Caesarean section, including delivery	100.00	66.67
Abdominal operation for extra-uterine pregnancy	100.00	66.67
Miscarriage	25.00	16.67

The Insurance Company will determine the amount of payment, if any, for a cutting operation not enumerated in the foregoing Schedule.

DESIGNATION OF BENEFICIARY
 When executed, this form should be returned at once to Employer.

Employee's Full Name Harold E. Steinmiller	Department P.R. No. Retired-Sal.	Social Security No. 577-03-9777
--	--	---

Subject to the terms of Group Policy(ies) No. (s) **607471** a contract between Elna Life Insurance Company and the B. F. Goodrich Company. I request that the following beneficiary(ies) be substituted under said policy as my designated beneficiary(ies), in lieu of any and all beneficiaries previously named by me.

Name of Beneficiary and Relationship to me:
Primary Beneficiary Janet K. Steed Daughter
Contingent Beneficiaries Robert K. Steed, Glenn E. Steed, Lee A. Steed, Grandsons.

Policy settlement to be in one sum

If more than one named, the beneficiaries shall share equally unless otherwise stated above.
 Unless otherwise above expressly provided, if any beneficiary above designated predeceases me the share which such beneficiary would have received if such beneficiary had survived me shall be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive me but if no designated beneficiary survives me the beneficiary shall be determined as prescribed in said Group Policy(ies).

Approved: **THE B. F. GOODRICH COMPANY, Employer**

Signature of Employee **Retired Employee** Date **10/08/18**

Before Executing This Card Refer to Other Side

Printed in U.S.A.

*The B.F. Goodrich Co.
 Pension Administration
 1200 18th Floor
 3925 Embassy Boulevard, Akron, Ohio 44308-9688*

SP - EMO

BFGoodrich

REPLY FROM	Harold E. Steinmiller	LOCATION	PHONE
TO	Marla Gillis	LOCATION	PHONE
SUBJECT	Designation of beneficiary-Group Life Insurance Benefits		DATE 7-16-90
MESSAGE	Per your request, I have enclosed a change of beneficiary card. Please complete the card, have someone other than the beneficiary witness your signature, then return the card to my attention in the enclosed envelope.		
	Please contact me if you have any questions regarding this matter.		
FOLD	Attention		
	SIGNATURE <i>Marla Gillis</i>		
	From H.E. Steinmiller		
	July 19, 1990.		
REPLY	En closed find Change of Beneficiary Card you sent me, which I have executed, witnessed and signed. Will appreciate your having this change recorded with my insurance policy.		
	SIGNATURE <i>Harold E. Steinmiller</i>		DATE

BFG-4518-K 10/77

RETURN THIS COPY TO SENDER

T-10-9-54 R

GROUP INSURANCE CERTIFICATE

ÆTNA LIFE INSURANCE COMPANY **HARTFORD, CONNECTICUT**

HEREBY CERTIFIES that a Group Life Policy No. 311200, and a Group Accidental Death and Dismemberment Policy No. LL-311200, have been issued to insure certain Employees of Employers included in the List of Employers contained in the group policies (each such Employer being herein called a Participant Employer).

The group policies are contracts between the Insurance Company and

THE B. F. GOODRICH COMPANY

(HEREINAFTER REFERRED TO AS THE POLICYHOLDER).

The insurance described in this Certificate is provided under and is subject in every respect to all of the terms of the group policies, which alone constitute the contracts. The obligations under the group policies of the Insurance Company and the rights under the group policies of all persons will be determined by the terms of the group policies. Each of the group policies provides that it may be changed by written agreement between the Insurance Company and Policyholder, or discontinued in accordance with its terms, without the consent of any Employee or other person.

Certain terms of the group policies are described on this and the following pages of this Certificate. Under and subject to the terms of the group policies, the Employee is insured for the amounts of insurance set forth on the accompanying form GR-45066. For the Employee's Department and Payroll Number, Name, and Certificate Number, and for the Issue Date of this Certificate, see the accompanying form GR-45066.

The amount of insurance payable in the event of the death of the Employee will be payable to the beneficiary in accordance with and subject to the terms of the group policies.

Failure to insist upon compliance with any provision of each of the group policies at any given time or times or under any given set or sets of circumstances will not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

ÆTNA LIFE INSURANCE COMPANY

John A. Nee
 President.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY AND THE GROUP ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

Payment of Benefits

With respect to the Group Life Policy only:

Instead of payment in one sum, the Employee may elect, or in the absence of an election by the Employee the beneficiary may elect after the death of the Employee but before payment is made, that the insurance be payable in installments of any fixed amount specified in the election (which shall be not less than \$10 per month). The election must be in writing and must be filed at the Home Office of the Insurance Company. Interest on the unpaid balance will be allowed at the rate of 3½ % per annum.

With respect to the Group Accidental Death and Dismemberment Policy only:

All benefits provided under the group policy will be paid upon receipt of written proof covering the occurrence, character, and extent of the event for which claim is made.

The Insurance Company will have the right and opportunity to examine the person of the individual with respect to whom claim is made when and so often as it may reasonably require during pendency of any claim under the group policy.

Subject to due proof of claim, benefits will be payable to the Employee, if living at the time of payment; otherwise to the beneficiary.

With respect to both Group Policies:

If any relevant facts pertaining to any individual to whom insurance under the group policies relate shall be found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of the group policies and in what amount.

The Employee, whether or not employment has terminated, may designate a beneficiary, or from time to time change his designation of beneficiary, by written request filed at the Headquarters of the Policyholder or at the Home Office of the Insurance Company. Such designation or change will take effect as of the date of execution of such request, whether or not the Employee be living at the time of such filing, but without prejudice to the Insurance Company on account of any payments made by it before receipt of such request at its Home Office.

Any amount payable to a beneficiary will be paid to the beneficiary or beneficiaries designated by the Employee, except that, unless otherwise specifically provided by the Employee,

- (a) if more than one beneficiary is designated, the designated beneficiaries will share equally;
- (b) if any designated beneficiary predeceases the Employee, the share which such beneficiary would have received if surviving the Employee will be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the Employee; and
- (c) if no designated beneficiary survives the Employee, or if no beneficiary has been designated, payment will be made to the Employee's widow or widower, if surviving the Employee; if not surviving the Employee, in equal shares to the Employee's children who survive the Employee; if none survives the Employee, to the Employee's parents, equally, or to the survivor; if neither survives the Employee, in equal shares to the Employee's brothers and sisters who survive the Employee; or, if none survives the Employee, to the Employee's executors or administrators.

If any payee for any payment under the group policies is a minor or is, in the opinion of the Insurance Company, legally incapable of giving a valid receipt and discharge for such payment, the Insurance Company shall have the option, unless notice of the appointment of a guardian or committee of such payee has been given under the group policies to the Insurance Company, of making such payment or any part thereof in monthly installments of not over \$100 the first month and not over \$50 a month thereafter to the person or persons who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment so made shall be a complete discharge of the Insurance Company's obligations to the extent of such payment, and the Insurance Company shall not be obliged to see to the application of the money so paid.

Assignment by Employee or Beneficiary

Neither the Employee nor his beneficiaries may assign the insurance or other benefits under the group policies.

Claims of Creditors

Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under the group policies shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employee or his beneficiaries. Nothing in this paragraph, however, shall be construed so as to prejudice the right of any person to receive payment pursuant to the beneficiary provisions of the group policies.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY

Termination of Insurance

The Employee's insurance under the group policy will terminate at the earliest to occur of the applicable times indicated below:

- (a) In the event the Employee fails to make any required contribution, the insurance under the group policy for which contribution is required will terminate at the end of the period for which contribution has been made.
- (b) Insurance under the group policy of the Employee will terminate upon termination of employment. Cessation of active work will constitute termination of employment for the purposes of the group policy; ceasing to be within the classes of employees eligible for the insurance will also constitute termination of employment for the purposes of the group policy; except that, subject to the payment of the required premiums therefor, the insurance of the Employee will be continued under the group policy under the circumstances stated, and for not longer than the applicable maximum period of the time listed, in the Schedule A below. When insurance for the Employee terminates in accordance with the terms of this paragraph (b), the Employee will be entitled to the Conversion Privilege set forth in the group policy to the same extent as though his employment had terminated on the date his insurance so terminates. If the Employee returns to active work with his Participant Employer after his insurance terminated because of a temporary lay-off, reduction in forces, or entering military service, his insurance under the group policy will be immediately reinstated upon return to work in the classes eligible, provided the Employee has, under the rules of his Participant Employer, retained continuous service credit. Leaving the employ of one Participant Employer to enter, within thirty-one days thereafter, the employ of another Participant Employer (whether through transfer or otherwise) will not be construed as termination of employment for the purposes of the group policy.
- (c) In the event that the group policy is discontinued with respect to any class or classes of employees, the insurance of the Employee within any such class will terminate upon such discontinuance subject, however, to the rights, if any, then applicable as to him under the Conversion Privilege section of the group policy.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Termination of Insurance (Continued)

Any termination of insurance will be without prejudice to any claim with respect to an event insured against by the group policy which occurred while insurance was in force for the Employee.

(Note: Provision is made in the group policy for the continuation under certain circumstances of limited amounts of insurance from the date of regularly authorized retirement or from the date of release from employment with a severance pay award. Thus, on such retirement or such release from employment, the Employee should find out from his Participant Employer's Pension and Group Insurance Department what arrangements, if any, can be made to continue insurance in force for him. As to any insurance so continued in force for the Employee, a new Certificate will be issued to his Participant Employer for delivery to the Employee describing the insurance protection being continued in force and to whom it is payable.)

Schedule A

(relating to paragraph (b) of this section)

<u>Circumstance</u>	<u>Maximum Period</u>
1. Absence from active work because of lay-off	Insurance may be continued during a lay-off for a period not exceeding twenty-four months from the date the lay-off started. The continuance during such period of lay-off of the amount of insurance shall be subject to the contributions required for such insurance
2. Absence from active work because of an authorized leave of absence (other than a leave of absence for engagement in any activity for an International Union, or a leave of absence for Local Union activities in other than an official or representative capacity or a leave of absence for duty with a local Credit Union other than as an officer on full-time duty)	The duration of such absence
3. Absence from active work because of disease or injury	The duration of such absence, but not beyond the end of the period in which the Employee accumulates continuous service credit
4. Absence from active work because of retirement in accordance with any applicable retirement program of any Participant Employer	The duration of such absence, but not beyond the effective date of written notice from either the Policyholder or the Employee's Participant Employer, to the Insurance Company that the Employee's insurance is to terminate

Benefit In Event Of Permanent Total Disability Occurring Before Age Sixty

The terms of this section do not apply if the total disability involved commences on or after the date the Employee has ten years of continuous service credit.

Six months after receipt at the Home Office of the Insurance Company of satisfactory evidence

- (1) that the Employee has, while under age sixty, become totally disabled by bodily injuries or disease so as to be prevented from engaging in any occupation for compensation or profit, and will be disabled for life, and
- (2) that the Employee has been continuously insured, under the group policy or under the group policy and any applicable prior group policy issued by the Insurance Company to the Employer, for at least one year immediately preceding the commencement of disability,

the Insurance Company will begin payment to the Employee of a monthly income. The monthly income will be in lieu of all other benefits provided for in the group policy, will be for an amount elected by the Policyholder, and will be continued during such disability until the amount of insurance in force on the life of the Employee when the disability commenced, with interest on the unpaid balance at the rate of 3 1/4 % per annum from the due date of the first payment, plus such excess interest as may be declared annually by the Insurance Company, is exhausted. In the absence of an election by the Policyholder with respect to the amount of the monthly income, the amount of the monthly income will be \$18.00 for each \$1,000 of insurance in force on the life of the Employee when the disability commenced.

Upon approval by the Insurance Company of the evidence required by the terms of the next preceding paragraph, the Employee's insurance, in an amount equal to that in force on the life of the disabled Employee when the disability commenced, will be extended, without payment of premiums, during the continuance of permanent total disability, for the period beginning on the date of such approval and ending on the date the monthly income payments commence.

The entire and irrecoverable loss of the sight of both eyes, or the loss by severance, through or above the wrist or ankle joint, of both hands or both feet, or of one hand and one foot, occurring before age sixty, will in itself be considered as permanent total disability; and if permanent total disability is so caused, the requirement mentioned above that the Employee must have been continuously insured for at least one year immediately preceding the commencement of disability will not apply, and the monthly income shall become payable immediately upon, instead of six months after, receipt at the Home Office of the Insurance Company of satisfactory evidence of permanent total disability.

If the Employee dies after the receipt by the Insurance Company of the evidence required by the terms of this section, but before payments begin, the amount of insurance in force on the life of the disabled Employee when the disability commenced will be paid to the beneficiary; or, if the Employee dies during the continuance of the monthly income payments, the balance of the fund will be paid to the beneficiary.

The Insurance Company shall have the right, at any time after claim is made for permanent total disability benefits, and during the period for which payments may be made or claimed, to require proof of permanent total disability and to make examinations of the Employee. If, after a claim has been allowed, it shall appear that the Employee has recovered sufficiently so as to be able to engage in any occupation for compensation or profit, payments will cease, and if thereafter the Employee is eligible for insurance under the group policy (by reason of resumption of active work with a Participant Employer), such insurance may be reinstated but the amount of his insurance under the group policy, at any time while in force thereafter, will be computed on a basis which disregards any period of continuous service credit prior to such resumption of active work.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Benefit In Event Of Permanent Total Disability Occurring Before Age Sixty (Continued)

Written notice of claim for the permanent total disability benefit provided in the group policy for the Employee shall be given to the Insurance Company at its Home Office within twelve months after cessation of premium payments for insurance of the Employee; if such notice is not given, the Insurance Company shall not be liable for any payment on account of the insurance of the Employee.

Notwithstanding any contrary provision in the Conversion Privilege section of the group policy, if one or more individual policies have been issued to the Employee pursuant to that section, the Employee's rights under this section may nevertheless be restored to the same extent as though such individual policies had not been issued, provided the proofs required by this section are furnished to the Insurance Company within twelve months after cessation of premium payments for the insurance of the Employee under the group policy, and provided each such individual policy is surrendered to the Insurance Company without claim other than for the return of the premiums paid thereon.

Extended Insurance

The terms of this section will apply only as to the Employee who ceases active work while the Employee is insured under the group policy. This section does not apply if the Employee has attained his normal retirement date (i.e., the first day of the calendar month next following his attainment of age sixty-five) or if the total disability involved commences prior to the date the Employee has ten years of continuous service credit.

If the Employee, while insured hereunder, becomes entitled to a Disability Pension Allowance, or Employer-paid Long Term Disability Benefits under the terms of a plan of the Policyholder, the insurance will be extended, without payment of premiums, during the period he is entitled to such Disability Pension, Allowance or Benefit, but in no event will insurance be extended beyond the Employee's normal retirement date (i.e., the first day of the calendar month next following his attainment of age sixty-five).

The amount of insurance which will be extended under the terms of this section will be the amount of insurance for which the Employee was insured in accordance with the terms of the group policy on the date from which the Employee has been continuously and totally disabled.

The Insurance Company will have the right and opportunity to have the Employee examined when and as often as it may reasonably require during disability, but not more often than once a year after his insurance has been extended under this section for two full years.

If the Employee ceases to be entitled to a Disability Pension or Allowance or benefits under the Employer-paid Long Term Disability plan, and is then eligible for insurance under the group policy, insurance will be continued only if premium payments are resumed. If the Employee ceases to be entitled to a Disability Pension or Allowance or benefits under the Employer-paid Long Term Disability plan, and is not then eligible for insurance under the group policy, the insurance will thereupon automatically terminate, except that irrespective of the continuance of disability the insurance under this section will automatically terminate upon refusal of the Employee to be examined as hereinabove provided. During the thirty-one day period following termination of insurance, the Employee will be entitled to apply for a policy of life insurance in accordance with the "Conversion Privilege" of the group policy as though employment had terminated at the beginning of such thirty-one days.

Conversion Privilege

If the Employee's insurance under the group policy, or any portion of such insurance, ceases because of termination of employment or because of termination of membership in the class or classes of employees then still eligible for insurance under the group policy, the Employee will be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy is made and the first premium thereon paid to the Insurance Company, within thirty-one days after cessation of the Employee's insurance under the group policy for any such reason, and provided further that:

- the individual policy will be on any one of the forms, except term insurance, that shall be selected by the Employee from among the forms then customarily issued by the Insurance Company at the age and for the amount applied for;
- the individual policy will be in an amount equal to or, at the option of the Employee, an amount less than the amount of the Employee's life insurance which ceases under the group policy for any such reason;
- the premiums payable under the individual policy will be at the Insurance Company's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Employee then belongs and to his age (nearest birthday) attained on the effective date of the individual policy; and
- any individual policy issued under the terms of this section will take effect at the end of the thirty-one day period during which application for the individual policy may be made.

If the group policy discontinues, whether by its terms or by agreement between the Insurance Company and the Policyholder, and whether with respect to all employees or with respect to any class or classes of employees insured under the group policy, any employee insured under the group policy at the date of such discontinuance who has been continuously insured for group life insurance by the Insurance Company, either under this policy or under this policy and the prior group policy, for at least five years prior to such discontinuance will, if his insurance under the group policy, or any portion of such insurance, ceases because of such discontinuance, be entitled to the conversion privilege as though his employment had terminated on the date of such discontinuance, except that the amount of the individual policy will not exceed the smaller of (a) the amount of the Employee's life insurance which ceases under the group policy because of such discontinuance, less the amount of any life insurance for which he is or becomes eligible within thirty-one days after such discontinuance under any group policy, whether issued by the Insurance Company or by any other insurer, and (b) \$2,000.

When any insurance becomes effective under an individual policy issued under the conversion privilege, it will be in exchange for all privileges and benefits under the group policy, except any which may arise through any new insurance under the group policy to which the Employee may become eligible after the date such individual policy becomes effective.

Death Protection During 31-Day Conversion Period: If the Employee dies during the thirty-one day period within which he is entitled to have an individual policy issued to him under the conversion privilege and before any insurance under such individual policy has become effective, the amount of life insurance which the Employee is entitled to have issued to him under such individual policy will be payable as a claim under the group policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

Benefits

The Employee will be entitled to a benefit determined from the following Table of Benefits immediately upon receipt of due proof

- (a) that he has, while insured under the group policy, sustained any of the losses listed in said Table of Benefits; and
- (b) that such loss resulted directly, and independently of all other causes, from bodily injuries (excluding bodily injuries arising out of or in the course of employment with his Participant Employer or any other employer) sustained solely through accidental means; and
- (c) that such loss occurred within ninety days (one hundred and eighty days as to any loss other than loss of life) after the date of the accident causing such loss.

Table of Benefits

<i>In the Event of Loss of</i>	<i>The Benefit will be</i>
Life	The Principal Sum
A Hand	One-Half The Principal Sum
A Foot	One-Half The Principal Sum
An Eye	One-Half The Principal Sum
More than one of the above through one accident	The Principal Sum

With respect to a hand or a foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. With respect to an eye, "loss" means the entire and irrecoverable loss of the sight of such eye. In no case will more than the full Principal Sum be paid for all losses sustained by the Employee.

Exclusions

The Group Accidental Death and Dismemberment insurance does not cover any loss caused directly or indirectly, wholly or partly, or contributed to substantially, by bodily or mental infirmity; or ptomaines; or bacterial infections (except pyogenic infections which occur through an accidental cut or wound); or any other kind of disease; or medical or surgical treatment (except such as may result directly from surgical operations made necessary solely by injuries covered by the group policy); or war, or any act of war; or suicide, sane or insane.

Termination of Insurance

The Employee's insurance under the group policy will terminate at the earliest to occur of the applicable times provided for below:

- (a) Insurance under the group policy of the Employee will terminate upon termination of employment. Cessation of active work will constitute termination of employment for the purposes of the group policy; ceasing to be within the classes of employees eligible for the insurance will also constitute termination of employment for the purposes of the group policy; except that, subject to the payment of the required premiums therefor, the insurance of the Employee who is absent from active work because of an authorized leave of absence (other than a leave of absence for engagement in any activity for an International Union, or a leave of absence for Local Union activities in other than an official or representative capacity) or a leave of absence for duty with a local Credit Union, will be continued for the duration of such absence but not beyond the end of the period in which the Employee accumulates continuous service credit.
- (b) In the event that the group policy is discontinued with respect to any class or classes of employees, the insurance of the Employee within any such class will terminate upon such discontinuance.

Any termination of insurance will be without prejudice to any claim with respect to an event insured against by the group policy which occurred while insurance was in force for the Employee involved.

4/22/78 TO - 4/22/79
 AETNA LIFE & CASUALTY HOMEOWNERS POLICY 23-54 273971 RCA

Liberty Mutual Fire Insurance Co. Homeowners Policy #732-251. 15611

Gen Title - Chevy 2 door #64345A151697 June 3, 1965

Macs. Mut 1 Life Ins. 5000 #1439347 May 1941.

Metropolitan Life Ins. 5000 #612774 December 1929.

2 Equitable Life of Iowa #271118 & #271119 \$1,000 each
 June 1924.

Aetna Insurance Company - 3230p Ins. B.F.C. #24260 \$20,000. March
 1961.

02	0038	0034	H E STEINMILLER	577039777	08 01 64
DEPT & PAYROLL NO.	NAME OF EMPLOYEE	CERTIFICATE NO.	EFFECTIVE DATE (ISSUE DATE)		
\$ 6500	\$ 13500		EQUAL TO TOTAL OF GROUP LIFE INS.		
AMOUNT OF NON-CONTRIBUTORY GROUP LIFE INSURANCE	AMOUNT OF CONTRIBUTORY GROUP LIFE INSURANCE	PRINCIPAL SUM OF GROUP ACC. DEATH AND DISMEMBERMENT INS.			

The Employee named above is covered in accordance with Group Insurance Certificate Form GR-45055, issued under the Group Policies designated below.

AETNA LIFE INSURANCE COMPANY

Group Policies Nos. 311200 and LL-311200 issued to

THE B. F. GOODRICH COMPANY

Group Life and

Group Accidental Death and Dismemberment Insurance

If you are not regularly performing the duties of your job on the Effective Date indicated above, the Effective Date will be deferred until you return to active work.

This card replaces and supersedes any similar card previously issued to the Employee under the group policies.

GR-45055 CR-4019

4900 2014	H E STEINMILLER	24200	03 01 68
DEPT. & PAYROLL NO.	NAME OF EMPLOYEE	CERTIFICATE NO.	ISSUE DATE
\$ 4500	\$ 15500		
AMOUNT OF NON-CONTRIBUTORY GROUP LIFE INSURANCE	AMOUNT OF CONTRIBUTORY GROUP LIFE INSURANCE	PRINCIPAL SUM OF GROUP ACC. DEATH AND DISMEMBERMENT INS.	

THE B. F. GOODRICH COMPANY

Information Relating to
Group Policies Nos. 63347 and LL-63347
issued by

AETNA LIFE INSURANCE COMPANY

The B. F. Goodrich Company records indicate that you are insured, on the above Issue Date, for the above amount of insurance. If the amount includes an increase, it will not apply unless you are actively at work on the Issue Date. If you are not at work on the Issue Date, you will be insured for the amount you held before the Issue Date. The increased amount will apply on your return to active work.

A certificate of insurance describing your benefits will be issued to you as soon as available.

Group Life and
Group Accidental Death and Dismemberment Insurance

GR-60,053

04500 11500 16000 CYS1 23002004 STEINMILLER H F

DEPT. P.R. NO. NAME

A REPORT ON YOUR

BFGoodrich

**LIFE INSURANCE IN EFFECT
AS OF OCTOBER 1, 1956**

YOUR MONTHLY CONTRIBUTIONS

1 AMOUNT OF COMPANY PAID INSURANCE

2 AMOUNT OF EMPLOYEE-COMPANY PAID INSURANCE

3 TOTAL INSURANCE NOW IN EFFECT

4 YOUR MONTHLY CONTRIBUTIONS

Here is a schedule of the life insurance available to you —

If Your Annual Earnings Are:	The Amount of Your BFG Paid Insurance Is:	Amount of Employee-Company Paid Insurance Is:	Monthly Employee Contribution	Total Life Insurance Possible
\$4,500 to 5,500	\$4,500	\$ 3,000	\$ 1.50	\$ 7,500
5,500 to 6,500	4,500	5,500	2.75	10,000
6,500 to 7,500	4,500	9,500	6.19	14,000
7,500 to 8,500	4,500	11,500	7.91	16,000
8,500 to 9,500	4,500	13,500	9.63	18,000
9,500 and over	4,500	15,500	11.35	20,000

T. 4. 2. 82 H

GROUP INSURANCE CERTIFICATE

ÆTNA LIFE INSURANCE COMPANY

HARTFORD, CONNECTICUT

HEREBY CERTIFIES that Group Policy No. GC-69526, has been issued to insure certain Employees of Employers included in the List of Employers contained in the group policy (each such Employer being herein called a Participant Employer).

The group policy is a contract between the Insurance Company and

THE B. F. GOODRICH COMPANY

(HEREINAFTER REFERRED TO AS THE POLICYHOLDER).

The insurance described in this Certificate is provided under and is subject in every respect to all of the terms of the group policy, which alone constitutes the contract. The obligations under the group policy of the Insurance Company and the rights under the group policy of all persons will be determined by the terms of the group policy. The group policy provides that it may be changed by written agreement between the Insurance Company and the Policyholder, or discontinued in accordance with its terms, without the consent of any Employee or other person.

Certain terms of the group policy are described on this and the following pages of this Certificate. Under and subject to the terms of the group policy, the Employee is insured for Major Medical Expense Benefits for the Employee and for the Employee's Dependents, if any—as described in this Certificate.

For the Employee's Department and Payroll Number, Name, Certificate Number, for the Issue Date of this Certificate, and for the definition of a dependent, see the accompanying form GR-37943-A.

Failure to insist upon compliance with any provision of the group policy at any given time or times or under any given set or sets of circumstances will not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

ÆTNA LIFE INSURANCE COMPANY



President.

General Definitions

As used in the group policy and in this Certificate:

The term "family member" means the Employee or a dependent of the Employee.

The term "covered family member" means, as of any given time, a family member with respect to whom insurance is in force for the Employee under Title MMEB of the group policy.

The term "non-occupational disease" means a disease which does not arise, and which is not caused or contributed to by, or as a consequence of, any disease which arises, out of or in the course of any employment or occupation for compensation or profit; however if evidence satisfactory to the Insurance Company is furnished that the individual concerned is covered as an employee under any workmen's compensation law, occupational disease law, or any other legislation of similar purpose, or under the maritime doctrine of maintenance, wages, and cure, but that the disease involved is one not covered under the applicable laws or doctrine, then such disease shall, for the purposes of the group policy, be regarded as a "non-occupational disease".

The term "non-occupational injury" means an accidental bodily injury which does not arise, and which is not caused or contributed to by, or as a consequence of, any injury which arises, out of or in the course of any employment or occupation for compensation or profit.

The term "hospital" means only an institution which meets fully every one of the following tests, namely, (a) it is primarily engaged in providing—for compensation from its patients and on an inpatient basis—diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment, and care of injured and sick persons by or under the supervision of a staff of physicians, and (b) it continuously provides twenty-four hour a day nursing service by registered graduate nurses, and (c) it is not, other than incidentally, a place for rest, a place for the aged, a place for drug addicts, a place for alcoholics, or a nursing home.

The term "board and room" means not only the hospital's charges for board and room but also charges, by whatever name called, which are made by the hospital at a daily or weekly rate for other hospital services and supplies, or which are regularly made by the hospital as a condition of occupancy of the class of accommodations occupied.

An expense or charge will be deemed to be incurred on the date on which the particular service or supply which gives rise to the expense or charge is rendered or obtained. In the absence of due proof to the contrary, when a single charge is made for a series of services each service will be deemed to bear a pro rata share of the charge.

The term "physician" or "surgeon" means only a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) who, in either case, is duly licensed to prescribe and administer all drugs or to perform all surgery.

TITLE MMEB—MAJOR MEDICAL EXPENSE BENEFITS

SCHEDULE OF INSURANCE

<u>Deductible Per Family Member</u>	<u>Common Accident Deductible Limit</u>	<u>Maximum Benefit</u>	<u>Private Room Limit</u>
\$100	\$100	\$20,000	The sum of (a) the hospital's average daily rate for board and room in semi-private accommodations and (b) \$5.00.

If the Employee incurs, during a calendar year, "Covered Medical Expenses" for the treatment of a covered family member in excess of (a) the Deductible applicable to the member for that year and (b) other benefits as described in the section of this Certificate entitled "Co-ordination With Other Benefits", the Insurance Company will pay a benefit in an amount equal to 80% of such excess Covered Medical Expenses incurred as to the member in that calendar year; but the aggregate of the benefits payable under this Title with respect to a family member during his lifetime (whether or not there has been any interruption in the continuity of his insurance) will not exceed his "Maximum Benefit" and the aggregate of the benefits payable with respect to all Covered Medical Expenses incurred by a covered family member in any one calendar year shall not exceed \$5,000.

Covered Medical Expenses

Covered Medical Expenses are the reasonable charges which the Employee is required to pay for the following services and supplies received by a covered family member for the necessary treatment of any non-occupational injury or non-occupational disease:

HOSPITAL EXPENSES: There are the charges made by a hospital, in its own behalf, for

- (a) Board and room. However, if private accommodations are used, any excess of daily board and room charges over the Private Room Limit will be disregarded.
- (b) Necessary hospital services, other than board and room, furnished by the hospital.

OTHER MEDICAL EXPENSES: The following charges are considered "Other Medical Expenses", provided that they have not been considered as "Hospital Expenses":

- (1) The fees of a physician or surgeon;
- (2) The charges of a registered graduate nurse--other than a nurse who ordinarily resides in the Employee's home, or is a member of the family of either the Employee or the Employee's spouse;
- (3) The charges for the following medical services and supplies:
 - (i) Drugs and medicines obtainable only upon a physician's prescription;
 - (ii) Diagnostic x-ray and laboratory examinations;
 - (iii) X-ray, radium, and radioactive isotopes therapy;
 - (iv) Anesthesia and oxygen;
 - (v) Rental of iron lung and other durable medical and surgical equipment;
 - (vi) Artificial limbs and eyes--but not eye examinations, eye glasses, or hearing aids;
 - (vii) Professional ambulance service when used to transport the individual from the place where he is injured by an accident or stricken by a disease to the first hospital where treatment is given--but no other charges for transportation or travel.

TITLE MMEB—MAJOR MEDICAL EXPENSE BENEFITS (Continued)

Special Conditions

Hospital Expenses and Other Medical Expenses incurred in connection with dental work or cosmetic surgery necessary for the prompt repair of a non-occupational injury suffered by a covered family member are included as Covered Medical Expenses. For the purposes of the dental work covered by this paragraph, Other Medical Expenses will be deemed to include the fees of a duly licensed Dental Surgeon (D.D.S.) who is on the staff of a hospital. No other expenses for dental work or cosmetic surgery are included as Covered Medical Expenses.

Hospital Expenses and Other Medical Expenses of a family member who is a female employee or the wife of a male employee and incurred in connection with one of the following complications of pregnancy are included as Covered Medical Expenses: (i) surgical operations for extra-uterine pregnancy or for other complications requiring intra-abdominal surgery that results in termination of pregnancy; (ii) pernicious vomiting of pregnancy (hyperemesis gravidarum), or (iii) toxemia with convulsions (eclampsia of pregnancy). No other expenses in connection with pregnancy or resulting childbirth or miscarriage are included as Covered Medical Expenses.

As to Covered Medical Expenses resulting from mental or nervous conditions and incurred while the covered family member is not confined in a hospital or similar institution, any benefit payable with respect to such expenses after the Deductible will be at the rate of 50% rather than 80%. However, the benefits payable with respect to all Covered Medical Expenses which are covered by the terms of this paragraph and which are incurred in any one calendar year shall not exceed \$250.00.

Each calendar year a separate Deductible applies to each family member regardless of the number of his disabilities, but, when any part of a calendar year's Deductible is applied against expenses arising during the last three months of that year, the following calendar year's Deductible will be reduced by the amount so applied.

COMMON ACCIDENT DEDUCTIBLE LIMIT: If two or more covered family members are injured in the same accident and if, in the calendar year of the accident and in the following calendar year the sum of the Covered Medical Expenses incurred by the covered family members in connection with the accident and applied against their Deductibles exceeds the Common Accident Deductible Limit, an additional benefit in an amount equal to 80% of such excess will be payable. Any additional benefit payable by reason of this paragraph does not count against the "Maximum Benefit" of any family member.

Maximum Benefit

The Maximum Benefit of each family member applies to all Covered Medical Expenses combined during his lifetime under Title MMEB.

Reinstatement—When Major Medical Expense Benefits have been paid under this Title as to a covered family member in an amount equal to his Maximum Benefit, in one year or over a period of years, no further benefits will be payable as to him hereunder. The Insurance Company will, however, consent to the ignoring of benefits paid for previous expenses in applying the Maximum Benefit provisions to benefits payable for Covered Medical Expenses incurred with respect to a covered family member after the effective date of such consent, but only if such family member after benefits of at least \$1,000 have been paid with respect to him under this Title submits, at no expense to the Insurance Company, evidence of his insurability satisfactory to the Insurance Company.

Co-ordination With Other Benefits

Should there be any benefits payable as to a family member under any plan or plans by reason of Hospital Expenses or Other Medical Expenses then the amount of such other benefits actually payable will be deducted from such expenses before any benefits are determined under Title MMEB. If a plan provides for the furnishing of services or supplies rather than for payments in cash, then the total cash value, computed on an equitable basis, of all services and supplies furnished to the family member will be taken into account in such determination.

A "plan", as used in the preceding paragraph, means (i) any one of the following items for which any employer (whether or not a Participant Employer) of any member of the Employee's family (the Employee's family, for this purpose, comprises the Employee, his spouse, and the children of either) directly or indirectly makes contributions or payroll deductions: the group policy (exclusive of Title MMEB); any other insurance policy (whether issued by the Insurance Company or by any other insurer); any Blue Cross or Blue Shield plan or other hospital or medical benefit or service plan; any union welfare plan or other employee benefit organization plan; the B. F. Goodrich Hospital-Surgical Medical Plan; and (ii) any plan sponsored, underwritten, subsidized or otherwise provided for, by or through a government or instrumentality of a nation, state, province, county, municipality, or other sub-division of government.

Extension of Benefits

If insurance with respect to a family member under Title MMEB terminates while he is totally disabled and before benefits aggregating his Maximum Benefit become payable with respect to him, any benefits provided under said Title for that family member, but for no other family member, will continue to be available as to expenses incurred during the uninterrupted continuance of such total disability but not beyond the period of twelve months immediately following such termination of insurance and in no event beyond the date the family member becomes insured under any other group policy, whether issued by the Insurance Company or any other insurer, for benefits of a type similar to that provided for in Title MMEB. The words "totally disabled" and "total disability" mean that the family member, if an employee who is not retired, is prevented, solely because of a non-occupational injury or non-occupational disease, from engaging in his regular or customary occupation and is performing no work of any kind for compensation or profit, or if a dependent, or a retired employee, is prevented, solely because of a non-occupational injury or non-occupational disease, from engaging in substantially all of the normal activities of a person of like age and sex in good health.

EXCLUSIONS, LIMITATIONS, AND PROVISIONS APPLICABLE TO TITLE MMEB

No insurance is afforded under Title MMEB

- (1) as to charges in connection with a disease other than a non-occupational disease or an injury other than a non-occupational injury;
- (2) as to charges that would not have been made if no insurance existed or that no individual with respect to whom insurance under this Title relates is legally obliged to pay;
- (3) as to charges for care, treatment, services, or supplies which are furnished, paid for, or reimbursable by or through a government or instrumentality of a nation, state, province, county, municipality, or other sub-division of government;
- (4) as to charges incurred with respect to any individual prior to the date he becomes covered under Title MMEB;
- (5) as to charges for any services or supplies other than those which are recommended and approved by a physician who is attending the individual with respect to whom insurance under this Title relates;
- (6) to the extent that the provision of such insurance is prohibited by any applicable law of the jurisdiction in which the individual with respect to whom insurance under this Title relates resides at the time claim is incurred.

Note: Conditions Bearing on Effective Date of Dependent Coverage Under This Title:

In any instance in which a dependent—other than a child with respect to whom the Employee becomes insured under this Title within thirty-one days after the date of the child's birth—is confined, by reason of disease or injury, at home, in a hospital, or elsewhere, on the date the Employee would otherwise become insured under this Title with respect to such dependent, or in any instance in which a dependent has been confined in a hospital at any time during the thirty-one day period immediately preceding the date the Employee would otherwise become insured under this Title with respect to such dependent, the effective date of the Employee's insurance under this Title with respect to any such dependent will be deferred until the earlier to occur of

- (a) the end of a thirty-one day period during which there has been no confinement of any kind, and
- (b) the date the Insurance Company is furnished with evidence satisfactory to it that the dependent has completely recovered from all such diseases and injuries.

TERMINATION OF INSURANCE

Employee and Dependent Coverage

All insurance of the Employee under the group policy will terminate at the earliest time specified below:

- (1) Upon discontinuance of the group policy.
- (2) Immediately when the Employee's employment with a Participant Employer in the classes of employers eligible for insurance terminates. Cessation of active work by the Employee will be deemed to be termination of his employment, except that
 - (a) in the case of absence from active work because of sickness or injury, his employment may, for the purposes of insurance under the group policy, be deemed to continue while he is accumulating service credit, until terminated by his Participant Employer, or
 - (b) in the case of absence of the Employee from active work because of temporary lay-off or leave of absence, his employment may, for the purposes of insurance under the group policy, be deemed to continue until terminated by his Participant Employer but in no case beyond the end of a period of ninety days from the date on which such lay-off or leave of absence commenced.

In the case of any of the exceptions in the foregoing paragraph, the insurance under the group policy for the Employee will automatically cease on the date of such termination of his employment by his Participant Employer, as evidenced to the Insurance Company by the Policyholder, whether by notification or by cessation of premium payment on account of the Employee's insurance under the group policy. Any maximum period of continuation permitted by the foregoing paragraph may be extended by written mutual agreement between the Policyholder and the Insurance Company in each individual case.

In no event may any insurance provided on a contributory basis be continued beyond the end of the period for which the Employee has made to his Participant Employer the contributions required.

Employee Coverage Only

Employee coverage will terminate prior to any time specified above when the Employee shall have become entitled to the Maximum Benefit under Title MMEB. In that event, the Employee's dependent coverage may be continued until the earliest time specified in this section.

Dependent Coverage Only

All insurance with respect to a dependent of the Employee will terminate at the earliest time specified below:

- (a) When such dependent becomes insured for Employee coverage under the group policy.
- (b) When such person ceases to be a dependent of the Employee (as herein defined).
- (c) Upon the discontinuance of all dependent coverage under the group policy.
- (d) When the Employee ceases to be included in the classes of employees eligible for dependent coverage.
- (e) When the Employee shall have become entitled to the Maximum Benefit with respect to such dependent.

MISCELLANEOUS PROVISIONS

Assignment

No assignment of any present or future right, interest, or benefit under the group policy will bind the Insurance Company without its written consent.

Misstatements

If any relevant facts pertaining to any individual to whom insurance relates shall be found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts will be used in determining whether insurance is in force under the terms of the group policy and in what amount.

Time Limit on Certain Defenses

No claim for loss incurred or commencing after two years from the effective date of the insurance coverage with respect to which claim is made will be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which claim is made.

Proofs of Loss

Written proof covering the occurrence, the character, and the extent of loss must be furnished to the Insurance Company in case of claim for loss within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Employee, later than one year from the time proof is otherwise required. No action at law or in equity will be brought to recover on the group policy after the expiration of three years after the time written proof of loss is required to be furnished.

Payment of Claims

Benefits payable under the group policy for any loss will be paid immediately upon receipt of due written proof of loss.

The benefit, if any, for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment. All other benefits are payable to the Employee.

If any benefit under any Title of the group policy shall be payable to the estate of the Employee, or to an Employee who is a minor or otherwise not competent to give a valid release, the Insurance Company may pay such benefit up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Employee who is deemed by the Insurance Company to be equitably entitled thereto. Any payment made by the Insurance Company in good faith pursuant to this provision will fully discharge the Insurance Company to the extent of such payment.

Subject to any written direction of the Employee in a request for insurance or otherwise, all or a portion of the benefits, if any, provided by the group policy on account of hospital, nursing, medical, or surgical service may, at the Insurance Company's option, and unless the Employee requests otherwise in writing not later than the time proof of loss is filed, be paid directly to the hospital or person rendering such services, but it is not required that the service be rendered by a particular hospital or person.

The Insurance Company at its own expense shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder.

General

Failure to insist upon compliance with any provision of the group policy at any given time or times or under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

If an individual is in the employ of or connected with two or more Participant Employers, he shall not be eligible for multiple coverage under the group policy.

DEPT. & PAYROLL NO.	NAME OF EMPLOYEE	CERTIFICATE NO.	ISSUE DATE

The Employee named above is covered in accordance with Group Insurance Certificate Form GR-37941-A, issued under the Group Policy designated below.

ATNA LIFE INSURANCE COMPANY

Group Policy No. GC-49526 issued to

THE B. F. GOODRICH COMPANY

Group Major Medical Expense Insurance

*The Certificate is issued as of the Issue Date indicated above, and shows the information applicable at that time.

This card replaces and supersedes any similar card previously issued to the Employee under the group policy.

GR-37941-A

(SEE OTHER SIDE)

T-1-20-61 H

GROUP INSURANCE CERTIFICATE

ÆTNA LIFE INSURANCE COMPANY**HARTFORD, CONNECTICUT**

HEREBY CERTIFIES that a Group Life Policy No. 63347, and a Group Accidental Death and Dismemberment Policy No. LL-63347, have been issued to insure certain Employees of Employers included in the List of Employers contained in the group policies (each such Employer being herein called a Participant Employer).

The group policies are contracts between the Insurance Company and

THE B. F. GOODRICH COMPANY

(HEREINAFTER REFERRED TO AS THE POLICYHOLDER).

The insurance described in this Certificate is provided under and is subject in every respect to all of the terms of the group policies, which alone constitute the contracts. The obligations under the group policies of the Insurance Company and the rights under the group policies of all persons will be determined by the terms of the group policies. Each of the group policies provides that it may be changed by written agreement between the Insurance Company and the Policyholder, or discontinued in accordance with its terms, without the consent of any Employee or other person.

Certain terms of the group policies are described on this and the following pages of this Certificate. Under and subject to the terms of the group policies, the Employee is insured for the amounts of insurance set forth on the accompanying form GR-41372. For the Employee's Department and Payroll Number, Name, and Certificate Number, and for the Issue Date of this Certificate, see the accompanying form GR-41372.

The amount of insurance payable in the event of the death of the Employee will be payable to the beneficiary in accordance with and subject to the terms of the group policies.

Failure to insist upon compliance with any provision of each of the group policies at any given time or times or under any given set or sets of circumstances will not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

ÆTNA LIFE INSURANCE COMPANY

Henry S. Beers
 President.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY AND THE GROUP ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

Payment of Benefits

With respect to the Group Life Policy only:

Instead of payment in one sum, the Employee may elect, or in the absence of an election by the Employee the beneficiary may elect after the death of the Employee but before payment is made, that the insurance be payable in instalments of any fixed amount specified in the election (which shall be not less than \$10 per month). The election must be in writing and must be filed at the Home Office of the Insurance Company. Interest on the unpaid balance will be allowed at the rate of 3½% per annum.

With respect to the Group Accidental Death and Dismemberment Policy only:

All benefits provided under the group policy will be paid upon receipt of written proof covering the occurrence, character, and extent of the event for which claim is made.

The Insurance Company will have the right and opportunity to examine the person of the individual with respect to whom claim is made when and so often as it may reasonably require during pendency of any claim under the group policy.

Subject to due proof of claim, benefits will be payable to the Employee, if living at the time of payment; otherwise to the beneficiary.

With respect to both Group Policies:

If any relevant facts pertaining to any individual to whom insurance under the group policies relate shall be found to have been misstated, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of the group policies and in what amount.

The Employee, whether or not employment has terminated, may designate a beneficiary, or from time to time change his designation of beneficiary, by written request filed at the Headquarters of the Policyholder or at the Home Office of the Insurance Company. Such designation or change will take effect as of the date of execution of such request, whether or not the Employee be living at the time of such filing, but without prejudice to the Insurance Company on account of any payments made by it before receipt of such request at its Home Office.

Any amount payable to a beneficiary will be paid to the beneficiary or beneficiaries designated by the Employee, except that, unless otherwise specifically provided by the Employee,

- (a) if more than one beneficiary is designated, the designated beneficiaries will share equally;
- (b) if any designated beneficiary predeceases the Employee, the share which such beneficiary would have received if surviving the Employee will be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the Employee; and
- (c) if no designated beneficiary survives the Employee, or if no beneficiary has been designated, payment will be made to the Employee's widow or widower, if surviving the Employee; if not surviving the Employee, in equal shares to the Employee's children who survive the Employee; if none survives the Employee, to the Employee's parents, equally, or to the survivor; if neither survives the Employee, in equal shares to the Employee's brothers and sisters who survive the Employee; or, if none survives the Employee, to the Employee's executors or administrators.

If any payee for any payment under the group policies is a minor or is, in the opinion of the Insurance Company, legally incapable of giving a valid receipt and discharge for such payment, the Insurance Company shall have the option, unless notice of the appointment of a guardian or committee of such payee has been given under the group policies to the Insurance Company, of making such payment or any part thereof in monthly instalments of not over \$100 the first month and not over \$50 a month thereafter to the person or persons who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment so made shall be a complete discharge of the Insurance Company's obligations to the extent of such payment, and the Insurance Company shall not be obliged to see to the application of the money so paid.

Assignment By Employee or Beneficiary

Neither the Employee nor his beneficiaries may assign the insurance or other benefits under the group policies.

Claims of Creditors

Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under the group policies shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts or liabilities of the Employee or his beneficiaries. Nothing in this paragraph, however, shall be construed so as to prejudice the right of any person to receive payment pursuant to the beneficiary provisions of the group policies.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY

Termination of Insurance

The Employee's insurance under the group policy will terminate at the earliest to occur of the applicable times indicated below:

- (a) In the event the Employee insured for contributory insurance fails to make any contribution which is required for the continuation of his contributory insurance, the contributory insurance under the group policy of the Employee will terminate at the end of the period for which contribution has been made.
 - (b) The contributory insurance of the Employee, if he requests cancellation of such insurance, will terminate as of the date of such request.
 - (c) Insurance under the group policy of the Employee will terminate thirty-one days after termination of employment or after date of lay-off. Cessation of active work will constitute termination of employment for the purposes of the group policy; ceasing to be within the classes of employees eligible for the insurance will also constitute termination of employment for the purposes of the group policy; except that, subject to the payment of the required premiums therefor, the insurance of the Employee will be continued under the group policy under the circumstances stated, and for not longer than the applicable maximum period of the time listed, in the Schedule A below. When insurance for the Employee terminates in accordance with the terms of this paragraph (c), the Employee will be entitled to the Conversion Privilege set forth in the group policy to the same extent as though his employment had terminated on the date his insurance so terminates. If the Employee returns to active work with his Participant Employer after his insurance terminated because of a temporary lay-off, reduction in force, or entering military service, his insurance under the group policy will be immediately reinstated upon return to work in the classes eligible, provided the Employee has, under the rules of his Participant Employer, retained continuous service credit.
- Leaving the employ of one Participant Employer to enter, within thirty-one days thereafter, the employ of another Participant Employer (whether through transfer or otherwise) will not be construed as termination of employment for the purposes of the group policy.
- (d) In the event that the group policy is discontinued with respect to any class or classes of employees, the insurance of the Employees within any such class will terminate upon such discontinuance subject, however, to the rights, if any, then applicable as to him under the Conversion Privilege section of the group policy.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Termination of Insurance (Continued)

Any termination of insurance will be without prejudice to any claim with respect to an event insured against by the group policy which occurred while insurance was in force for the Employee.

(Note: Provision is made in the group policy for the continuation under certain circumstances of limited amounts of insurance from the date of regularly authorized retirement or from the date of release from employment with a severance pay award. Thus, on such retirement or such release from employment, the Employee should find out from his Participant Employer's Pension and Group Insurance Department what arrangements, if any, can be made to continue insurance in force for him. As to any insurance so continued in force for the Employee, a new Certificate will be issued to his Participant Employer for delivery to the Employee describing the insurance protection being continued in force and to whom it is payable.)

Schedule A

(relating to paragraph (c) of this section)

<u>Circumstances</u>	<u>Maximum Period</u>
1. Absence from active work because of lay-off	Insurance may be continued during a lay-off for a period not exceeding six months from the date the lay-off started. The continuance during such period of lay-off of the amount of insurance designated as contributory insurance shall be subject to the continuance by the Employee of the contributions required for contributory insurance. The continuance during such period of lay-off of the amount of insurance designated as non-contributory insurance shall be subject to the payment by the Employee to his Participant Employer of contributions therefor at such rate as may be required by his Participant Employer for such purposes; provided, however, that such rate shall not exceed \$0.50 per month per \$1,000 of such insurance
2. Absence from active work because of an authorized leave of absence (other than a leave of absence for engagement in any activity for an International Union, or a leave of absence for Local Union activities in other than an official or representative capacity)	The duration of such absence
3. Absence from active work because of disease or injury	The duration of such absence, but not beyond the end of the period in which the Employee accumulates continuous service credit
4. Absence from active work because of retirement in accordance with any applicable retirement program of any Participant Employer	The duration of such absence, but not beyond the effective date of written notice from either the Policyholder or the Employee's Participant Employer, to the Insurance Company that the Employee's insurance is to terminate

Benefit In Event Of Permanent Total Disability Occurring Before Age Sixty

The terms of this section do not apply if the total disability involved commences on or after the date the Employee has fifteen years of continuous service credit.

Six months after receipt at the Home Office of the Insurance Company of satisfactory evidence

- (1) that the Employee has, while under age sixty, become totally disabled by bodily injuries or disease so as to be prevented from engaging in any occupation for compensation or profit, and will be disabled for life, and
- (2) that the Employee has been continuously insured under the group policy, or under the group policy and one or more of the Insurance Company's Group Policies Nos. 53521 and 56626 for at least one year immediately preceding the commencement of disability,

the Insurance Company will begin payment to the Employee of a monthly income. The monthly income will be in lieu of all other benefits provided for in the group policy, will be for an amount elected by the Policyholder, and will be continued during such disability until the amount of insurance in force on the life of the Employee when the disability commenced, with interest on the unpaid balance at the rate of 3½% per annum from the due date of the first payment, plus such excess interest as may be declared annually by the Insurance Company, is exhausted. In the absence of an election by the Policyholder with respect to the amount of the monthly income, the amount of the monthly income will be \$18.00 for each \$1,000 of insurance in force on the life of the Employee when the disability commenced, except that the monthly income will be \$27.00 if the amount of such insurance is less than \$1,500.

Upon approval by the Insurance Company of the evidence required by the terms of the next preceding paragraph, the Employee's insurance, in an amount equal to that in force on the life of the disabled Employee when the disability commenced, will be extended, without payment of premiums, during the continuance of permanent total disability, for the period beginning on the date of such approval and ending on the date the monthly income payments commence.

The entire and irrecoverable loss of the sight of both eyes, or the loss by severance, through or above the wrist or ankle joint, of both hands or both feet, or of one hand and one foot, occurring before age sixty, will in itself be considered as permanent total disability; and if permanent total disability is so caused, the requirement mentioned above that the Employee must have been continuously insured for at least one year immediately preceding the commencement of disability will not apply, and the monthly income shall become payable immediately upon, instead of six months after, receipt at the Home Office of the Insurance Company of satisfactory evidence of permanent total disability.

If the Employee dies after the receipt by the Insurance Company of the evidence required by the terms of this section, but before payments begin, the amount of insurance in force on the life of the disabled Employee when the disability commenced will be paid to the beneficiary; or, if the Employee dies during the continuance of the monthly income payments, the balance of the fund will be paid to the beneficiary.

The Insurance Company shall have the right, at any time after claim is made for permanent total disability benefits, and during the period for which payments may be made or claimed, to require proof of permanent total disability and to make examinations of the Employee. If, after a claim has been allowed, it shall appear that the Employee has recovered sufficiently so as to be able to engage in any occupation for compensation or profit, payments will cease, and if thereafter the Employee is eligible for insurance under the group policy (by reason of resumption of active work with a Participant Employer), such insurance may be reinstated but the amount of his insurance under the group policy, at any time while in force thereafter, will be computed on a basis which disregards any period of continuous service credit prior to such resumption of active work.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP LIFE POLICY (Continued)

Benefit In Event Of Permanent Total Disability Occurring Before Age Sixty (Continued)

Written notice of claim for the permanent total disability benefit provided in the group policy for the Employee shall be given to the Insurance Company at its Home Office within twelve months after cessation of premium payments for insurance of the Employee; if such notice is not given, the Insurance Company shall not be liable for any payment on account of the insurance of the Employee.

Notwithstanding any contrary provision in the Conversion Privilege section of the group policy, if one or more individual policies have been issued to the Employee pursuant to that section, the Employee's rights under this section may nevertheless be restored to the same extent as though such individual policies had not been issued, provided the proofs required by this section are furnished to the Insurance Company within twelve months after cessation of premium payments for the insurance of the Employee under the group policy, and provided each such individual policy is surrendered to the Insurance Company without claim other than for the return of the premiums paid thereon.

Extended Insurance

The terms of this section will apply only as to the Employee who ceases active work while the Employee is insured under the group policy. This section does not apply if the Employee has attained his normal retirement date (i.e., the first day of the calendar month next following his attainment of age sixty-five) or if the total disability involved commences prior to the date the Employee has fifteen years of continuous service credit.

If the Employee, while insured hereunder, becomes entitled to a Disability Pension or Allowance under the terms of a pension plan of the Policyholder, the insurance will be extended, without payment of premiums, during the period he is entitled to such Disability Pension or Allowance, but in no event will insurance be extended beyond the Employee's normal retirement date (i.e., the first day of the calendar month next following his attainment of age sixty-five).

The amount of insurance which will be extended under the terms of this section will be the amount of insurance for which the Employee was insured in accordance with the terms of the group policy on the date from which the Employee has been continuously and totally disabled.

The Insurance Company will have the right and opportunity to have the Employee examined when and as often as it may reasonably require during disability, but not more often than once a year after his insurance has been extended under this section for two full years.

If the Employee ceases to be entitled to a Disability Pension or Allowance and is then eligible for insurance under the group policy, insurance will be continued only if premium payments are resumed. If the Employee ceases to be entitled to a Disability Pension or Allowance and is not then eligible for insurance under the group policy, the insurance will thereupon automatically terminate, except that irrespective of the continuance of disability the insurance under this section will automatically terminate upon refusal of the Employee to be examined as hereinabove provided. During the thirty-one day period following termination of insurance, the Employee will be entitled to apply for a policy of life insurance in accordance with the "Conversion Privilege" of the group policy as though employment had terminated at the beginning of such thirty-one days.

Conversion Privilege

If the Employee's insurance under the group policy, or any portion of such insurance, ceases because of termination of employment or because of termination of membership in the class or classes of employees then still eligible for insurance under the group policy, the Employee will be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy is made and the first premium thereon paid to the Insurance Company, within thirty-one days after cessation of the Employee's insurance under the group policy for any such reason, and provided further that:

- (a) the individual policy will be on any one of the forms, except term insurance, that shall be selected by the Employee from among the forms then customarily issued by the Insurance Company at the age and for the amount applied for;
- (b) the individual policy will be in an amount equal to or, at the option of the Employee, an amount less than the amount of the Employee's life insurance which ceases under the group policy for any such reason;
- (c) the premiums payable under the individual policy will be at the Insurance Company's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the Employee then belongs and to his age (nearest birthday) attained on the effective date of the individual policy; and
- (d) any individual policy issued under the terms of this section will take effect at the end of the thirty-one day period during which application for the individual policy may be made.

If the group policy discontinues, whether by its terms or by agreement between the Insurance Company and the Policyholder, and whether with respect to all employees or with respect to any class or classes of employees insured under the group policy, any employee insured under the group policy at the date of such discontinuance who has been continuously insured for group life insurance by the Insurance Company, either under this policy or under this policy and the prior group policies, for at least five years prior to such discontinuance will, if his insurance under the group policy, or any portion of such insurance, ceases because of such discontinuance, be entitled to the conversion privilege as though his employment had terminated on the date of such discontinuance, except that the amount of the individual policy will not exceed the smaller of (a) the amount of the Employee's life insurance which ceases under the group policy because of such discontinuance, less the amount of any life insurance for which he is or becomes eligible within thirty-one days after such discontinuance under any group policy, whether issued by the Insurance Company or by any other insurer, and (b) \$2,000.

When any insurance becomes effective under an individual policy issued under the conversion privilege, it will be in exchange for all privileges and benefits under the group policy, except any which may arise through any new insurance under the group policy to which the Employee may become eligible after the date such individual policy becomes effective.

Death Protection During 31-Day Conversion Period: If the Employee dies during the thirty-one day period within which he is entitled to have an individual policy issued to him under the conversion privilege and before any insurance under such individual policy has become effective, the amount of life insurance which the Employee is entitled to have issued to him under such individual policy will be payable as a claim under the group policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.

DESCRIPTION OF CERTAIN TERMS OF THE GROUP ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

Benefits

The Employee will be entitled to a benefit determined from the following Table of Benefits immediately upon receipt of due proof

- (a) that he has, while insured under the group policy, sustained any of the losses listed in said Table of Benefits; and
- (b) that such loss resulted directly, and independently of all other causes, from bodily injuries (excluding bodily injuries arising out of or in the course of employment with his Participant Employer or any other employer) sustained solely through accidental means; and
- (c) that such loss occurred within ninety days after the date of the accident causing such loss.

Table of Benefits

<i>In the Event of Loss of</i>	<i>The Benefit will be</i>
Life	The Principal Sum
A Hand	One-Half The Principal Sum
A Foot	One-Half The Principal Sum
An Eye	One-Half The Principal Sum
More than one of the above through one accident	The Principal Sum
With respect to a hand or a foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. With respect to an eye, "loss" means the entire and irrecoverable loss of the sight of such eye. In no case will more than the full Principal Sum be paid for all losses sustained by the Employee.	

Exclusions

The Group Accidental Death and Dismemberment insurance does not cover any loss caused directly or indirectly, wholly or partly, or contributed to substantially, by bodily or mental infirmity; or ptomaines; or bacterial infections (except pyogenic infections which occur through an accidental cut or wound); or any other kind of disease; or medical or surgical treatment (except such as may result directly from surgical operations made necessary solely by injuries covered by the group policy); or war, or any act of war; or suicide, sane or insane.

Termination of Insurance

The Employee's insurance under the group policy will terminate at the earliest to occur of the applicable times provided for below:

- (a) Insurance under the group policy of the Employee will terminate thirty-one days after termination of employment or after date of lay-off. Cessation of active work will constitute termination of employment for the purposes of the group policy; ceasing to be within the classes of employees eligible for the insurance will also constitute termination of employment for the purposes of the group policy; except that, subject to the payment of the required premiums therefor, the insurance of the Employee will be continued under the group policy under the circumstances stated, and for not longer than the applicable maximum period of the time listed, in the Schedule A below. If the Employee returns to active work with his Participant Employer after his insurance has terminated because of a temporary lay-off, reduction in forces, or entering military service, his insurance under the group policy will be immediately reinstated upon return to work in the classes eligible for insurance under this policy provided the Employee has, under the rules of his Participant Employer, retained continuous service credit.
- (b) In the event that the group policy is discontinued with respect to any class or classes of employees, the insurance of the Employee within any such class will terminate upon such discontinuance.

Any termination of insurance will be without prejudice to any claim with respect to an event insured against by the group policy which occurred while insurance was in force for the Employee involved.

Schedule A

(relating to paragraph (a) of this section)

<u>Circumstance</u>	<u>Maximum Period</u>
1. Absence from active work because of an authorized leave of absence (other than a leave of absence for engagement in any activity for an International Union, or a leave of absence for Local Union activities in other than an official or representative capacity)	The duration of such absence
2. Absence from active work because of disease or injury	The duration of such absence, but not beyond the end of the period in which the Employee accumulates continuous service credit

DEPT. & PAYROLL NO.	NAME OF EMPLOYEE		CERTIFICATE NO.	ISSUE DATE
\$ 25.00	S. J. F. A. C.			
AMOUNT OF NON-CONTRIBUTORY GROUP LIFE INSURANCE	AMOUNT OF CONTRIBUTORY GROUP LIFE INSURANCE	EQUAL TO TOTAL OF GROUP LIFE INS.		
		PRINCIPAL SUM OF GROUP ACC. DEATH AND DISMEMBERMENT INS.		

The Employee named above is covered in accordance with Group Insurance Certificate Form GR-41371, issued under the group policies designated below.

ATNA LIFE INSURANCE COMPANY

Group Policies Nos. 63347 and LL-63347 issued to

THE B. F. GOODRICH COMPANY

Group Life and
Group Accidental Death and Dismemberment Insurance

*The Certificate is issued as of the Issue Date indicated above, and shows the information applicable at that time.

This card replaces and supercedes any similar card previously issued to the Employee under the group policies.

GR-41371